

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

INSOMNIAC HOLDINGS, LLC, a Delaware  
limited liability company,

Plaintiff,

CASE NO.: 1:25cv23486

vs.

SDC HOLDINGS, LLC, a Florida limited liability  
company; DAVID E. SINOPOLI, an individual;  
HI-NOTE PRODUCTION & CONSULTING  
LLC, a Florida limited liability company;  
DAVIDE L. DANESE, an individual; FULL  
CIRCLE F&B LLC, a Florida limited liability  
company; JOSE G. COLOMA CANO, an  
individual; and THE HAPPY COMPANY LLC, a  
Florida limited liability company,

Defendants.

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

Plaintiff Insomniac Holdings, LLC (“Insomniac” or “Plaintiff”), by and through undersigned counsel of record, hereby sues Defendants SDC Holdings, LLC (“SDC”), David Sinopoli (“Sinopoli”), HI-Note Production & Consulting LLC (“HINote”), Davide L. Danese (“Danese”), Full Circle F&B LLC (“Full Circle”), Jose Gabriel Coloma Cano (“Coloma”), and The Happy Company LLC (“THC”) (SDC, Sinopoli, HI-Note, Danese, Full Circle, Coloma, and THC, collectively, the “CDD Parties” and each a “CDD Party,” and, from time-to-time, “Defendants”), and for its Complaint alleges as follows:

**INTRODUCTION**

1. This is a case of greed. Of biting the hand that feeds. And ultimately, a case of deceit.

2. Prior to 2019, three local club promoters, Messrs. Sinopoli, Danese, and Caloma (collectively individually, “CDD”), were running Club Space, formerly one of Miami’s most historic and beloved music venues. CDD were operating on a whim without so much as an ownership interest in the very name and brand that the business relied upon for its success. Even the most basic business functions, like ensuring a long-term lease, were absent or neglected.

3. Put simply, CDD needed help.

4. In 2019, Insomniac—the most successful, safety conscious, and recognized names in the dance music industry—threw its support, resources, and vision behind CDD by purchasing 51% of Club Space. The strategy behind the renaissance of Club Space so that it could return to, and far exceed, the heyday it once enjoyed prior to CDD’s operation, began with Insomniac laying the foundation by negotiating a long-term lease with Club Space’s landlord to ensure future security, and securing an ownership interest in the intellectual property behind Club Space. This security paved the way for investment in the long-term success of Club Space, bringing never before seen success to the venue.

5. Insomniac ensured that Club Space actually had the contractual right to use the name “Club Space” and, over the past six years, septupled Club Space’s revenue, with 2025 reaching record highs.

6. A rising tide lifts all ships, and between distributions and management fees, payments to Messrs. Sinopoli, Danese, and Coloma increased nearly **tenfold**—adding an extra “0” to each of their annual paychecks, taking home in excess of \$8 million **each** through partnering with Insomniac.

7. Initially grateful, CDD expressed their appreciation toward Insomniac, at one point saying, “*we made our first million with you.*”

8. In fact, the success of CDD working together with Insomniac was so great that the Parties decided to try their hand at another venue: Factory Town, with Insomniac providing all of the funding.

9. After proving the concept, the Parties negotiated operating agreements, management agreements, and the like (collectively, the “Factory Town Agreements”) with Insomniac also committing to fund over \$40 million in lease payments, facility expenses, and capital improvements from its own coffers in support of the venture between the Parties. The CDD Parties happily signed on the dotted line and sent the executed documents off to Insomniac for countersignature.

10. Sadly, however, as is too often the case, CDD’s taste of success ultimately betrayed them. CDD wanted more guaranteed money, more control, and—counterintuitively—*no* accountability, risk, or exposure.

11. While Insomniac was obtaining the necessary approvals from its publicly traded parent company—a process that is all but quick—something changed. It appears that CDD saw an opportunity to work with Club Space’s landlord and cut Insomniac out. The landlord owned Club Space prior to CDD, and prior to Insomniac’s purchase of an interest in the “Club Space” name and IP, owned and controlled 100% of the “Club Space” name.

12. While Insomniac was getting approval to countersign the Factory Town Agreements, the CDD Parties rescinded their signatures and began making outrageous demands for millions of dollars to be paid to the CDD Parties, in addition to increased ownership percentages—all while having made no capital contributions and without any financial risk whatsoever, all of which was to be borne by Insomniac. In fact, monies derived from events at Factory Town were held hostage in a bank account controlled by Mr. Sinopoli, despite the fact that

Insomniac had paid all expenses in connection with the events. The CDD Parties' scheme was starting to reveal itself.

13. Tellingly, the CDD Parties did not raise any credible misconduct or violations of contract, common law, or statute as the basis for their demands; instead, CDD threatened to file a lawsuit containing a thirty-page smear campaign against Insomniac's CEO and founder—Pasquale Rotella ("Mr. Rotella")—along with a pre-planned press campaign to go with it.

14. When informed of the frivolity of their position and reminded of the arbitration agreements that would govern their claims against Mr. Rotella, the CDD Parties said the quiet part out loud regarding their true intentions for filing an action instead of an arbitration. To paraphrase, they said: *that's fine, you'll move to compel arbitration, but it will already be out there, so I think you're missing the point.*

15. But in an attempt to work collaboratively and avoid costly litigation for both Parties, Insomniac suggested the Parties pursue mediation to resolve their disagreements. This resulted in the Parties attending a sixteen-hour mediation with one of the best mediators/private judges in the entire country: the Honorable Judge Michael A. Hanzman (ret.) ("Judge Hanzman").

16. And, to preserve their continued partnership in Club Space and ensure a peaceful and profitable transition of Factory Town to being operated only by Insomniac, the Parties settled their dispute, leaving mediation with a binding term sheet (the "Term Sheet"), and ultimately executing a settlement agreement further delegating jurisdiction to Judge Hanzman for certain disputes (the "Settlement Agreement").

17. In a nutshell, the Settlement Agreement provided that the Parties would work together to produce the two currently scheduled events at Factory Town: Hocus Pocus and Art Basel. The CDD Parties would receive a payment for the compromise and be released from their

obligations at Factory Town and serious misconduct relating thereto. Insomniac would solely assume ownership, control, management, and operations of Factory Town, with the CDD Parties transferring, assigning, or relinquishing all right, title, interest, and/or ownership in any property, services, intellectual property, materials, marketing, etc. relating to Factory Town or any event held at Factory Town.

18. Yet, even before the Settlement Agreement was executed and in no hurry to do so, the CDD Parties helped themselves by taking nearly three million dollars from the 1306 Lounge, LLC bank account without notifying Insomniac or Judge Hanzman, knowing there was a pending hearing on several outstanding issues: a sign of what was to come. The moment the proverbial<sup>1</sup> ink dried on the Settlement Agreement; it was déjà vu all over again. The CDD Parties decided they did not like the deal they agreed to. As a result, the CDD Parties intentionally misrepresented the terms of the Settlement Agreement by morphing them into something that did not remotely resemble the paper on which it was written. The CDD Parties began demanding Insomniac take on more expenses than was required under the Settlement Agreement and assume millions of dollars of event expenses on its own, while falsely conveying to the EDM industry that the CDD Parties had “won their lawsuit against Insomniac,” and misrepresenting they had complete control over the Hocus Pocus and Art Basel events, all in violation of their confidentiality and non-disparagement obligations.

19. But this time, the agreement that the CDD Parties sought to skirt was fully executed, with Judge Hanzman appointed by the Parties to adjudicate certain issues. Thus, to remedy the CDD Parties’ repeated violations of the Settlement Agreement and stifle the CDD Parties’ incessant attempts to rewrite the terms of the Settlement Agreement, Insomniac moved for an order

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<sup>1</sup> The Settlement Agreement is electronically signed.

from Judge Hanzman enforcing certain terms of the Settlement Agreement. Judge Hanzman set, and the Parties attended, a hearing on Insomniac's motion, which resulted in an Order from Judge Hanzman agreeing with Insomniac on every salient point raised in Insomniac's motion.

20. Prior to the hearing, however, the CDD Parties had already shown their true intentions and made clear that if they lost, they simply would not perform their obligations under the Settlement Agreement with respect to Hocus Pocus and Art Basel.

21. Sure enough, immediately after the CDD Parties being informed that they had, in fact, lost, and Judge Hanzman confirming that they were bound by the deal they signed, the CDD Parties had an outburst and told Judge Hanzman he had no jurisdiction over the issues while stating (and confirming, in writing) that they would not be complying with the Settlement Agreement and would initiate litigation against Insomniac.

22. That same day, the Club Space landlord (who appears to be the CDD Parties' new billionaire partner they have been touting throughout the dispute), with whom the CDD Parties had been conspiring for months, sent a demand letter to Insomniac claiming a breach of certain agreements.<sup>2</sup> Fortunately, the letter serves only to bolster Insomniac's claims and confirms its suspicions.

23. What has become evidently clear is that CDD's intentions throughout the dispute were never to find a resolution. Instead, CDD has been working to bully Insomniac and push it out of the Parties' partnership. Despite numerous attempts to provoke Insomniac over the past year, Insomniac has made every attempt to bend and compromise in order to preserve and continue the Parties' relationship. Having failed to provoke Insomniac, the CDD Parties have now resorted

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<sup>2</sup> As the Court will see, Insomniac simply did not breach the agreements—not even close.

to threatening litigation on the back of baseless claims, leaving Insomniac with no choice but to seek recourse through this action.

24. While Insomniac fully expects a retaliatory lawsuit from the CDD Parties, it will amount to nothing more than an elaborate and unfounded smear campaign against Mr. Rotella, as the CDD Parties have continuously threatened to do.

25. This is not a case of how David stood against Goliath. Rather, it is a case about how no good deed goes unpunished. Insomniac invested in and elevated the enterprise of three relatively unknown event promoters, and, after making millions of dollars, those three promoters simply got too big for their britches.

26. Even worse, the CDD Parties ensured that they had taken their payment to fund the forthcoming litigation between the Parties before the Settlement Agreement was even signed.

**PARTIES, JURISDICTION, AND VENUE**

27. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as this dispute is between citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive of interest, costs, and reasonable attorneys' fees.

28. Venue is proper in the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district. Further, under 28 U.S.C. § 1391(b)(1), all Defendants reside in the Southern District of Florida.

29. Plaintiff Insomniac is a Delaware limited liability company, whose members are: (i) Pasquale Rotella, a citizen of the State of California; (ii) Live Nation Worldwide, Inc., a Delaware corporation with its principal place of business in California; (iii) Owl Holding, Inc., a Nevada corporation with its principal place of business in California; and (iv) Owl Entertainment,

Inc., a Delaware corporation with its principal place of business in California. Thus, Plaintiff is a citizen of Delaware, Nevada, and California.

30. Defendant SDC is a Florida limited liability company, whose members are David E. Sinopoli, a citizen of the State of Florida, Davide L. Danese, a citizen of the State of Florida, Jose G. Coloma Cano, a citizen of the State of Florida. As a result, SDC is a Florida citizen for purposes of diversity of citizenship.

31. Defendant HINote is a Florida limited liability company, whose sole member is David E. Sinopoli, a citizen of the State of Florida. Hence, HiNote is a Florida citizen for purposes of diversity of citizenship.

32. Defendant Full Circle is a Florida limited liability company, whose sole member is Davide L. Danese, a citizen of the State of Florida. Thus, Full Circle is a Florida citizen for purposes of diversity of citizenship.

33. Defendant THC is a Florida limited liability company, whose sole member is Jose G. Coloma Cano, a citizen of the State of Florida. Resultingly, THC is a Florida citizen for purposes of diversity of citizenship.

34. Defendant David E. Sinopoli is an individual domiciled in the State of Florida.

35. Defendant Davide L. Danese is an individual domiciled in the State of Florida.

36. Defendant Jose G. Coloma Cano is an individual domiciled in the State of Florida.

37. Because Defendants are all citizens of the State of Florida as they are domiciled therein, this Court can exercise general personal jurisdiction over all Defendants, as all Defendants are “at home” in this forum.

38. Complete diversity exists between the Parties.

## BACKGROUND AND FACTS

### I. INSOMNIAC HOLDINGS, LLC

39. Insomniac is the largest dance music production company in the world. Founded in 1993, Insomniac has, under the leadership of its CEO, Mr. Rotella, carefully curated an unparalleled reputation for excellence and safety in the dance music industry over the last three decades. Insomniac has successfully planned and executed thousands of events with tens of millions of attendees across five continents, ranging from dance music festival cruises to its flagship production: Electric Daisy Carnival Las Vegas, the largest festival in the Americas, if not the world, with nearly 600,000 attendees and more than 250 artists spread out over sixteen stages, three nights, and 1,200 acres. Time and time again, Insomniac has produced events that resulted in spectacles rivaled by none, whilst prioritizing the safety of its attendees, which Insomniac affectionately refers to as its “headliners”:



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<sup>3</sup> This picture depicts the main stage of EDC Las Vegas, known as “Kinetic Field,” during the 2025 edition of the festival.



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<sup>4</sup> Unlike other festivals of similar attendance, Insomniac has, for decades, provided free-of-charge hydration stations manned by its employees at various locations throughout its venues. This picture depicts these hydration stations. Such hydrations stations filter water through state-of-the-art systems, including UV sterilization, and are marked by water droplet symbols on festival maps provided to its “headliners” free of charge.

<sup>5</sup> In another staple of Insomniac festivals, this picture depicts “ground control” employees that Insomniac employs at its various festivals. These “ground control” employees are dedicated to helping attendees stay happy, healthy, and hydrated. Donning purple shirts and waving lightsabers, the ground control crew make their way through the crowds to ensure that any attendee that needs assistance—whether it be in finding the nearest hydration station or medical tent, or for any reason whatsoever—can find someone to assist them and point them in the right direction.

40. It is because of this reputation of productional, organizational, and logistical excellence that CDD sought to partner with Insomniac in 2019. At the time, CDD were a group of promoters who were cruising in mediocracy while attempting to run a legendary piece of Miami music history, Club Space.

## **II. INSOMNIAC PURCHASES 51% OF SPACE INVADERS & AN INTEREST IN THE CLUB SPACE IP**

41. In 2019, Insomniac purchased 51% of Space Invaders, LLC (“Space Invaders”), the company that operated downtown Miami’s famed “Club Space.”

42. As noted above, Space Invaders was then majority owned by CDD. Club Space was stagnant. Though CDD were operating “Club Space,” they did not have any ownership in the “Club Space” brand. Space Invaders had a short-term lease (less than three years) and were clearly unable to achieve Club Space’s full potential.

43. Following the 2019 acquisition, Space Invaders is now owned 51% by Insomniac, with Messrs. Sinopoli, Danese, and Coloma, each owning approximately 10.62%, and each having a management agreement providing for additional compensation in exchange for services.

44. However, and as will become more relevant below, the CDD management agreements expressly prohibited CDD from engaging in any accounting or finance functions or otherwise binding Space Invaders. There are several other members of Space Invaders that are not involved in this dispute.

45. Now, CDD’s role is limited to front of the house management, social media, marketing, curation, and promotion. Even there, CDD reports to the Board of Space Invaders, which is majority held by Insomniac.

46. For example, CDD maintains the passwords and control of the Club Space social media presence, website, Dice ticketing account, and other public-facing promotional tools.

47. As part of the acquisition, Insomniac also obtained a license for Space Invaders to actually use the name Club Space, as well as its affiliated social media accounts and website.

48. Since the acquisition, Insomniac, through its guidance, strategic partnership, and resources, has increased Club Space's annual revenue by over 700% in just six years, and is on pace to reach new highs in 2025.

### **III. INSOMNIAC & CDD START PROMOTING EVENTS AT FACTORY TOWN**

49. Because of the success of Club Space, in 2021, Insomniac and CDD started hosting events at another venue. Specifically, the Parties began putting on events together at a venue known as "Factory Town," located at 4800 NW 37th Ave, Miami, Florida 33142 (the "Factory Town Venue"). The Parties used the space subject to a rental fee, paid on an event-by-event basis. The fee would vary depending on the length of the event (usually a few days) and demand, but overall, it was very expensive to produce events at the Factory Town Venue due to the lack of existing infrastructure. And, of course, the cost was born by Insomniac alone—CDD was compensated despite taking no risk.

50. At the time, the Factory Town Venue was nothing more than some empty lots and buildings from an old mattress factory. Again, Insomniac would pay 100% of the costs associated with creating a suitable venue for events.

51. Venue costs aside, there were also a slew of other fees paid to third-party vendors in connection with producing the events, such as talent, staging, and catering. And, for each event, Insomniac was required to pay for the designing, building, and then dismantling entire stages, booths, and other structures commensurate with a large music event. Insomniac, and Insomniac alone, committed to fund and provide 100% of the capital required to cover these fees and costs. Insomniac would contract with third-party vendors to design, build, and deconstruct the stages and

booths, as well as ticketing service providers, sponsors, and otherwise undertake all backend operational tasks and expenses. These efforts were undertaken to ensure that events were profitable and that the Factory Town Venue would be sustainable.

52. CDD would participate in promotion and management and, despite zero capital contribution or financial obligation to vendors or the landlord, would make a hefty fee. There was no contract outlining or requiring payments to CDD, but instead, the structure would be discussed per event.

53. However, for some events, while the agreed-upon management fee was intended to be a percent-based fee based on profit, CDD would demand their management fee off the gross revenue—regardless of whether the event was profitable.

54. After a brief trial run of events, it quickly became clear that the arrangement was not profitable or sustainable due to the cost of the pay-per-event rental, including the rental cost, the cost to build and deconstruct stages and booths, and CDD's hefty management fee—especially if CDD was going to continue to receive gross revenue-based management fees without respect to profitability.

55. So, Insomniac informed CDD that absent a solution or change of circumstances, the arrangement was no longer feasible.

56. To manage the high cost associated with periodic rentals and with competing promoters approaching the landlord of the Factory Town Venue, the Parties agreed in early 2023 that it was necessary to enter into a long-term lease to secure the exclusivity of the Factory Town Venue and protect the Parties' position in the market. Recognizing the strategic need for this, the Parties negotiated a putative arrangement under which Insomniac would shoulder the burden of an expensive long-term lease, guaranteed by its publicly traded parent, as well as commit to make

more than \$15 million in capital improvements. In exchange, the Parties would create a joint entity and CDD would take a slightly lesser percentage of net fees rather than gross proceeds—*i.e.*, based on profitability instead of just revenue. The benefit, of course, was that CDD now had yet another venue in partnership with one of the largest entertainment companies in the world, without expending or risking a single dollar. The arrangement was projected to generate millions of dollars for CDD with zero risk.

57. What CDD failed to disclose was that on approximately September 13th, 2021, CDD took a position in the real estate of the Factory Town Venue and stood to profit from the lease. Had Insomniac known that CDD was negotiating on both sides of the deal, Insomniac would have taken a materially different approach to the Factory Town lease and partner negotiations, considering CDD's backend profits.

58. CDD then proceeded to lead Insomniac to believe that CDD was helping Insomniac to negotiate favorable terms, while surreptitiously hiding the fact that CDD was doing everything that they could to increase value for themselves as an owner of the Factory Town Venue.

59. On August 1, 2023, Insomniac executed a ten-year primary lease for the Factory Town Venue with two additional consecutive ten-year options, committing Insomniac to more than \$22 million in rent obligations in the initial term alone.

60. Suddenly, and without warning, on or around May 17, 2024, the CDD Parties rescinded the agreements signed in January 2024 and again began demanding that Insomniac pay CDD millions more than previously agreed. And, perfectly illustrating that their intent all along was to improperly compete, they also started demanding to be released from certain non-competition restrictions relating to Club Space.

61. Of course, had Insomniac known that CDD never intended to enter into long-term agreements or partnership for the Factory Town Venue, Insomniac would have taken a very different approach.

62. And, despite their outrageous demands, the CDD Parties recognized their very real liability for a \$40-million-dollar fraud claim.

#### **IV. THE PARTIES SETTLE; THE CDD PARTIES' BREACH THE SETTLEMENT AGREEMENT**

63. So, on June 2, 2025, Insomniac and the CDD Parties attended a sixteen-hour mediation with Judge Hanzman. The Parties settled and left mediation with a binding Term Sheet of basic material terms and a time-limited agreement to execute the full Settlement Agreement, reserving jurisdiction to Judge Hanzman if the Parties could not finalize the Settlement Agreement. A true and correct copy of the Term Sheet is attached hereto as **Exhibit A**.

64. While delaying execution of the Settlement Agreement, the CDD Parties took the payment provided to them thereunder without the Settlement Agreement even being executed. Indeed, the Parties had to submit to hearing before Judge Hanzman to arbitrate the terms of the Settlement Agreement, as the CDD Parties insisted on terms that were not agreed to in the Term Sheet—a pattern if there ever was one.

65. After the hearing before Judge Hanzman on outstanding issues, on July 2, 2025, the CDD Parties executed the Settlement Agreement, and the Parties had a binding Settlement Agreement settling all disputes related to Factory Town (the “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit B**.

66. The Settlement Agreement also provided that the Parties would work together to produce the two currently scheduled events at Factory Town: Hocus Pocus and Art Basel. Club Space, through the CDD Parties, would co-promote the event with Insomniac. Club Space would

rent Factory Town from its now sole owner, Insomniac, and Club Space would receive 100% of the ticket revenue, and 20% of the net revenue from the bar.

67. The CDD Parties would receive a payment and be released from their obligations at Factory Town and their significant misconduct relating thereto. Insomniac would take over ownership, control, management, and operations of Factory Town, with the CDD Parties transferring, assigning, or relinquishing all right, title, interest, or ownership in any property, services, intellectual property, materials, marketing, etc. relating to Factory Town or any event held at Factory Town.

68. However, since the Parties entered into the Term Sheet and Settlement Agreement, it has become clear that the CDD Parties not only will not comply with the Settlement Agreement, but are instead working to compete with or otherwise destroy Factory Town and Club Space, sharing confidential information with Club Space's landlord—the owner of the real property where Club Space operates—and third parties, and otherwise acting in bad faith and in breach of their contractual obligations.

- a. The CDD Parties Immediately Breach the Confidentiality, Industry Talking Point, and Non-Disparagement Provisions in the Settlement Agreement.

69. After the mediation, the CDD Parties immediately began violating the confidentiality, industry talking point, and non-disparagement provisions in the Settlement Agreement.

70. Section 14 requires that the terms of the Settlement Agreement remain strictly confidential, with extremely limited exceptions. Ex. B § 14.

71. And, Section 15(b) provides that any communications with others in the music industry be limited to agreed-upon talking points, namely:

- i. Insomniac is assuming full responsibility for Factory Town management and operations.
- ii. The Parties are on good terms and will maintain their successful partnership while continuing to produce events together.
- iii. Club Space will continue to curate events at Factory Town.

Ex. B § 15(b).

72. Specifically, Section 15(a) of the Settlement Agreement unequivocally prohibits the CDD Parties from, directly or indirectly, making any statement that, if publicized, “would cause or tend to cast [Insomniac] in a negative light, or cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality” of Insomniac. Ex. B § 15(a).

73. Starting with their trip to Ibiza in early July 2025, mere days after the execution of the Settlement Agreement, the CDD Parties met with a reputable promoter, and told him that they “won their lawsuit against Insomniac,” throwing their confidentiality and non-disparagement obligations to the wind.

74. While the Parties’ Settlement Agreement resulted in the CDD Parties forfeiting their entire interest in Factory Town, the CDD Parties misrepresented to this and other individuals that the CDD Parties gained exclusive control over Factory Town and its operations—a falsehood if there ever were one.

75. The CDD Parties directed this individual and others not to talk to Insomniac about Factory Town events.

76. Yes, that is correct. After the Term Sheet and Settlement Agreement confirmed that the CDD Parties had no ownership in Factory Town, the CDD Parties represented to others

that they were in control and instructed others not to talk to the sole owner of Factory Town—Insomniac.

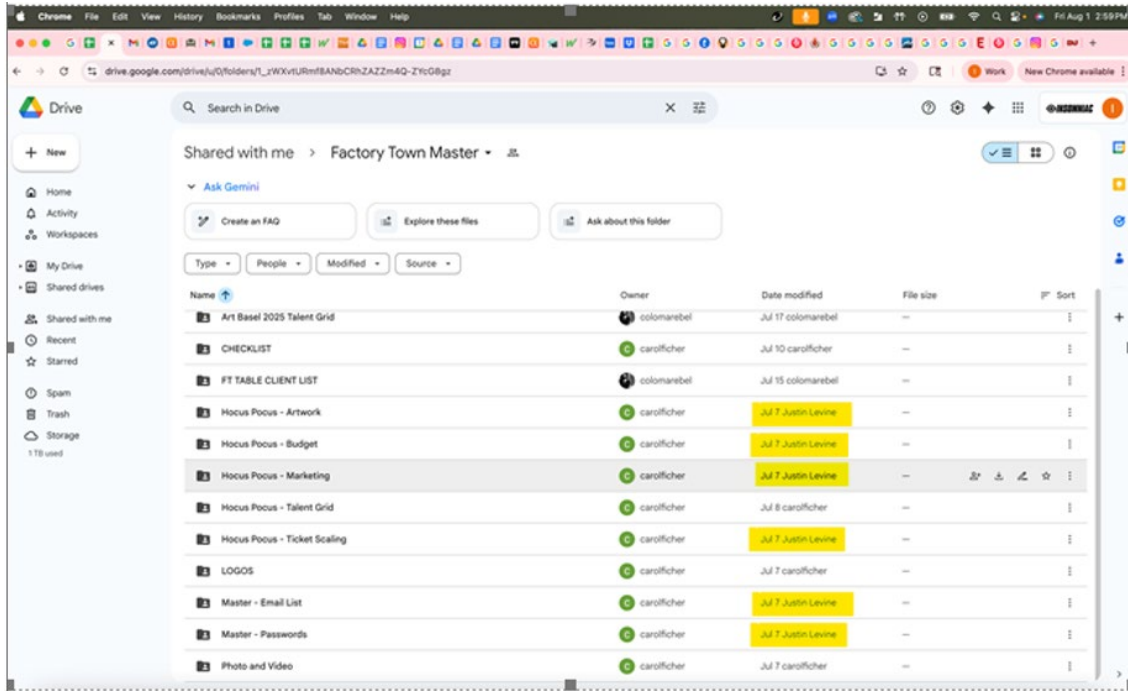
77. Not only does this violate the Confidentiality and Non-Disparagement provisions of the Settlement Agreement, but the Settlement Agreement specifically dictates the industry talking points under which the Parties must abide.

78. The CDD Parties ignored the industry talking points, telling anyone who would listen that the CDD Parties had defeated Insomniac and were now in charge of Factory Town, from talent booking to management.

79. But the misdeeds do not stop there. The CDD Parties were consistently keeping Club Space's landlord and others in the industry apprised of the dispute, the Settlement Agreement, and the terms thereof, confidentiality provision be damned.

80. The CDD Parties' disregard for the confidentiality provisions was so blatant that the CDD Parties actually admitted to informing Antonio Carbonaro—the CEO and founder of a popular music act with which the Parties were trying to contract for the Art Basel event—of the Parties' dispute and the Settlement Agreement so that he would come testify at a hearing before Judge Hanzman, to whom the Parties delegated binding authority over certain matter *for the purpose of maintaining confidentiality*.

81. And, what's more, the CDD Parties shared confidential Factory Town information located on a Google Drive, including sensitive information regarding the budget, talent grid, marketing plan, ticket scaling, and email lists for Hocus Pocus and Art Basel, with an individual named Justin Levine, who just happens to be the manager of the ownership group that owns Club Space's corporate landlord:



b. The CDD Parties Refused to Transfer the Required Assets and Intellectual Property.

82. As noted above, one of the material terms of the Settlement Agreement is the transfer of certain intellectual property, and non-tangible assets. Indeed, nearly three pages of the Settlement Agreement is dedicated to this provision, which states, inter alia:

4. Work for Hire. The Parties agree as follows:

(a) All results and proceeds of any kind or nature from any services rendered by SDC (“SDC Services”), jointly or severally, for, on behalf of, or in connection with, the FT Parties, including without limitation all forms of all documents, designs, inventions, and other patentable, trademarkable, copyrightable, or otherwise protectable material conceived, created, delivered or reduced to practice, in whole or in part, by SDC or rejected or exploratory materials in any stage of development, created by SDC for Factory Town or the Factory Town Venture (“Deliverables”) was, shall become, and/or shall remain, as applicable, the exclusive property of Insomniac.

(b) To the extent possible, any Intellectual Property Rights in any Services rendered by SDC, Deliverables, and any other materials generated by SDC for Factory Town which are copyrightable will be deemed “works made for hire” for the FT Parties under the U.S. Copyright Act and other similar laws of the applicable international jurisdiction(s) of the world. To the extent that they are not “works made for hire,” SDC hereby irrevocably assign all Intellectual Property Rights in any such

Services, Deliverables and any other materials generated by SDC in perpetuity and agree to waive or refrain from exercising any residual moral or equitable remuneration rights. SDC hereby assigns all other Intellectual Property Rights in the Services, Deliverables and any other materials generated by SDC for Factory Town or the Factory Town Venture in connection with, the FT Parties, Factory Town, the Factory Town Venture, **or any event held at Factory Town.** To the extent any Intellectual Property Rights in Services, Deliverables and any other materials generated SDC on behalf of, or in connection with, the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town, are not assignable or waivable, SDC jointly and severally, hereby grant Insomniac an exclusive, worldwide, irrevocable, perpetual, royalty-free, freely transferable license to reproduce, distribute, create derivative works of, publicly perform, publicly display and transmit by any means or format, whether now known or hereafter devised, such Intellectual Property Rights in Services, Deliverables and any other materials generated SDC for, on behalf of, or in connection with, the FT Parties, Factory Town, the Factory Town Venture, **or any event held at Factory Town.**

(c) “Intellectual Property Rights” means, collectively, all copyrights, trademark rights, inventions, moral rights, neighboring rights, patent and design rights, proceed rights, proprietary rights, re-use rights, rental and lending rights, equitable remuneration rights, and related rights, now and hereafter recognized, throughout the universe, in perpetuity without any restrictions of any type, including, without limitation, so-called “creative right” restrictions, permissions, and/or re-use fees or other payments, together with any goodwill attaching thereto. Without limiting the generality of the foregoing, ownership of all right, title and interest in the Services, Deliverables and any other materials generated by SDC for Factory Town or the Factory Town Venture for, on behalf of, or otherwise in connection with the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town and any part thereof, including, without limitation, all Intellectual Property Rights therein or related thereto, will automatically and immediately fully vest in Insomniac (even if not completed) upon the moment of creation without the necessity of any further action or consideration by any Party.

Ex. B § 4(a)–(c).

83. Importantly too, other than SDC, the remaining CDD Parties represented and warranted that they did not have any information or assets, and did not render any services for or to Factory Town or the Factory Town Venture, to wit:

(d) Other than SDC, the remaining CDD Parties represent and warrant that they did not provide any proceeds, services, deliverables, or products of any kind, including without limitation documents, designs, inventions, and other patentable, trademarkable, copyrightable, or otherwise protectable material conceived, created,

delivered or reduced to practice, to or for Factory Town or the Factory Town Venture. Put differently, the remaining CDD Parties have no information or rights to transfer or relinquish pursuant to sections 4(a)-(c), or section 5 below.

Ex. B § 4(d).

84. In other words, only SDC put on events or provided services to Factory Town and the Factory Town Venture. Indeed, only SDC was a party to the rescinded Factory Town Agreements. In sum, all assets and information relating to Factory Town, the Factory Town Venture, or any event held at Factory Town are Insomniac's.

85. The Settlement Agreement goes on:

Assignment and Assumption of Assets.

(a) SDC hereby assigns, and Insomniac hereby agrees to assume, all assets or other property used or developed in connection with, arising from, or otherwise related to Factory Town or the Factory Town Venture that SDC had, have, or may in the future obtain, including, but not limited to, (i) all website, application, social media, or other digital accounts, logins, passwords, or other access rights to any online website, platform, or similar asset, (ii) tangible, intangible, or personal property, (iii) intellectual property, (iv) data, (v) website or email domains, (vi) internal or external databases, and (vii) artwork, marketing materials, or other digital or physical assets such as footage, photographs, logos, or similar materials. SDC hereby agrees that, from and after the Effective Date, SDC shall at the reasonable request of Insomniac, Live Nation, or the FT Parties, execute, acknowledge, and deliver such additional documents, instruments, or conveyances, and take such further actions, as may be reasonably necessary or desirable to effectuate, perfect, confirm, or evidence the complete transfer, assignment, and relinquishment of all right, title, and interest in and to the foregoing assets or property, whether real, personal, tangible, or intangible, including but not limited to executing deeds, assignments, releases, or other instruments of transfer. SDC further agrees to reasonably cooperate fully in providing any information, records, or consents required to facilitate the assignment or transfer of such assets or property interests the designated assignee(s), and to perform all acts reasonably required to ensure that Live Nation, Insomniac, or the FT Parties, as the case may be, obtain the full benefit of any such assignment, and shall comply with a request to do so within seven (7) days of a request by Insomniac or the FT Parties.

Ex. B § 5(a).

86. Immediately upon execution of the Term Sheet, and then again upon execution of the Settlement Agreement, Insomniac requested the transfer of information.

87. In keeping with their conduct, the CDD Parties initially refused to cooperate, seven days came and went.

88. But eventually, after countless requests from Insomniac, most of the intellectual property and assets relating to Factory Town were transferred by SDC to Insomniac.

89. That is, until Insomniac followed up on the information, they had requested related to a Factory Town Event known as “Hocus Pocus.” Then, the CDD Parties simply outright refused.

90. Not only is Hocus Pocus an event that has been held at Factory Town, but also in its five years of existence Hocus Pocus is an event that has **only ever been held at Factory Town.**

91. Insomniac explained this to the CDD Parties and again requested transfer of the information required under the Settlement Agreement. Insomniac also pointed out that Hocus Pocus is expressly referred to as a “Factory Town Event” in the Settlement Agreement and therefore covered by its terms.

92. Moreover, all of the other information relating to Hocus Pocus—aside from the login information that would actually allow Insomniac to market, promote, and sell tickets to the event—is in the “Factory Town Master” Google Drive.

93. In other words, there is little doubt that Hocus Pocus is a Factory Town event.

94. Still, the CDD Parties refused, and Mr. Sinopoli confirmed yet another breach of the Settlement Agreement: During a phone call on July 28, 2025, Mr. Sinopoli said, “Hocus Pocus is proprietary to us,” meaning, not to Insomniac nor Club Space and their partnership with

Insomniac, but to the CDD Parties themselves, and the CDD Parties confirmed their intent to do the event at other venues.

95. This can only mean one of two things: (1) SDC simply failed to convey assets it was required to convey or (2) the remaining CDD Parties breached their representation and warranty.

96. Finally, with the continued disparagement and misconduct, Insomniac had enough, and on July 18, 2025, Insomniac sent the CDD Parties a Demand to Cease and Desist and Notice of Default. A true and correct copy of the Demand to Cease and Desist and Notice of Default is attached hereto as **Exhibit C**.

97. Still, the CDD Parties failed to comply with their obligations.

- c. The CDD Parties Launch Hocus Pocus Marketing & Ticket Sales Without Insomniac's Approval.

98. Unhappy with the Settlement Agreement that they agreed to, the CDD Parties tried to renegotiate the financial obligations of the partnership, Space Invaders, under the Settlement Agreement, and instead tried to pin certain non-permanent expenses to Insomniac, the new Factory Town landlord under the terms of the Settlement Agreement.

99. The Settlement Agreement states:

Hocus Pocus shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC. **SDC shall ensure that Insomniac approves all budgets, ticket pricing, etc. prior to announcing the event or details thereof.**

Ex. B § 6(a)(i) (emphasis added).

100. Along those lines, on July 21, 2025, Insomniac, through counsel sent an email expressly notifying the CDD Parties that an announcement and artwork was not approved. Specifically, Insomniac's counsel sent the following email:

As you may or may not know, the CDD Parties have still not obtained the proper approvals for Hocus Pocus and Art Basel. In fact, they have still never requested approval for anything.

Along those lines, we just learned that the CDD Parties have built out an event on Club Space's DICE ticketing account, with an announce date of July 22, 2025, and an on-sale date of July 24, 2025. See the first image below. This is not approved and the CDD Parties have zero authority to do this.

As a threshold matter, the Factory Town DICE ticketing account is the exclusive ticketing account for the venue. No other account can be used. In addition, the cost per ticket on the Factory Town DICE account is cheaper.

In addition, the artwork for the event says "Club Space Presents." Per the settlement agreement, this is an event that will be promoted to the public both by Space and Insomniac. As such, Insomniac needs to be included in the artwork and marketing materials in equal size and prominence as Club Space. This is similarly unapproved. See the second image below.

Please ensure that your clients immediately stop any scheduled announcements or ticket sales until they receive express approval.

A true and correct copy of this email between counsel is attached hereto as **Exhibit D**.

101. The CDD Parties, through counsel, erroneously responded that the event had been approved for some time. To which Insomniac responded and reiterated:

Please confirm your client will not be announcing the event. It is, as of now, not approved.

Talk to you tomorrow.  
JS

A true and correct copy of these emails between counsel is attached hereto as **Composite Exhibit E**.

102. And again:

As I noted in my first email. Your client is not approved to announce or sell tickets on the Space Invaders Dice account or otherwise.

Please confirm your clients will not be proceeding. I'm trying to avoid looping in Judge Hanzman here but that's the next step.

*Id.*

103. And again:

No.

What I am saying is we have an Agreement requiring your client to obtain certain approvals, which they have not gotten.

I am saying that the artwork your clients uploaded to the Space Dice account included only Space—which you acknowledged was error.

I am saying that the exclusive Dice account for Factory Town events is the Factory Town Dice so we cannot use the Space one.

I am also saying that the Factory Town Dice account is cheaper per ticket, meaning the cost per sale is less, which will yield more money—not less—so its the better option anyway.

As for the remainder of your assertion, let's not forget who chose to do Factory Town with us without the other members. While Insomniac has express permission to do so under the Operating Agreements, your clients do not.

Last, and as your client unknowingly conceded, Space is paying market rent to Factory Town in light of what it is receiving included within the rent.

Please ensure that the Dice account does not announce or start selling tickets, until we approve.

*Id.*

104. However, a few hours later, the CDD Parties announced the event.

105. They announced it without Insomniac's approval and after being notified that they were expressly prohibited from doing so and using the artwork that was expressly disapproved. It is important to again note that Insomniac is Space Invader's controlling member and controls its board.

106. Moreover, Insomniac's logo was entirely buried in the promotional materials. It was not in equal size and prominence, and it gave no indication of a co-promotion as required.

107. In addition, and again against the express instruction of Insomniac, the CDD Parties used the Club Space Dice ticketing platform, not the Factory Town platform, to launch and sell tickets for the event, despite Hocus Pocus being, unequivocally and exclusively, a Factory Town event. As noted in more detail below, the event has never taken place anywhere else.

108. The CDD parties used unapproved logos, engaged in improper self-promotion and competition, and otherwise launched the event not only without approval, but over Insomniac's express objection.

109. Moreover, the CDD Parties, through counsel, expressly agreed to use the Factory Town Dice Account:

If Insomniac has now decided they no longer want to use the Club Space Dice account, that's totally fine.

*Id.*

110. This is critical because under the terms of the Settlement Agreement, Insomniac has control over all budgets and ticket pricing, as well as full operational and managerial control. Many of these functions are impacted, modified, and/or selected, in whole or in part, through Dice.

111. This conduct is a blatant breach of the Parties' fully executed, legally binding Settlement Agreement.

112. But, over the express objection and instruction of Insomniac, they launched Hocus Pocus anyway. Yet again, the CDD Parties signed an agreement, changed their minds, and decided not to adhere to it.

113. The problem for the CDD Parties is that this time, the agreement was fully executed.

114. Perhaps most importantly and most harmful, the CDD Parties did not obtain Insomniac's approval on ticket pricing as required by the Settlement Agreement.

115. Importantly too, the CDD Parties' management agreements with Space Invaders expressly prohibit CDD from making any accounting or finance decisions without Insomniac's approval.

116. That is because, as noted above, the CDD Parties, when left to operate a business, consistently cause harm.

117. But to the CDD Parties the words on the page don't matter, nor do the signatures at the bottom; the CDD Parties simply do what they want without regard or what was agreed to.

118. And, true to form, the CDD Parties botched the launch. The ticket prices chosen by the CDD Parties (not approved by Insomniac) were insufficient to cover the costs of the event that are customarily covered by ticket revenue.

d. The CDD Parties Violated the Budget Approval Provisions in the Settlement Agreement.

119. Like they did with the Factory Town Agreements, immediately following the execution of the Settlement Agreement, the CDD Parties attempted to renegotiate to increase their control, line their pockets, and place additional burdens on Insomniac.

120. Specifically, despite the unambiguous language of the Settlement Agreement, the CDD Parties claimed that Insomniac, acting as the landlord under the Settlement Agreement for the two remaining Factory Town Events, must incur the cost of all outside vendors, hourly workers, non-permanent event staff, licensing, and other costs of the event.

121. The Settlement Agreement contains no such requirement.

122. On the contrary, the Settlement Agreement confirms that Insomniac is *not* required to incur the costs listed above.

123. The Settlement Agreement unambiguously states exactly what is included within the rent, and exactly what costs Insomniac is responsible for:

Space Invaders shall pay Insomniac the sum of \$300,000 for the sublease, which shall include the use of the entire property and all stages, as well as all **permanent venue staff** and **existing permanent infrastructure** (including staging) at no extra cost.

Insomniac shall operate the bars at Factory Town and shall be responsible for the **cost of bar staff**.

Insomniac shall provide **permanent venue staff**.

Ex. B § 6(a)(i)–(v) (emphasis added).

124. Put simply, while the CDD Parties argue that Insomniac is responsible for a litany of event related expenses, the Settlement Agreement (and later the Hanzman Order), unambiguously confirm that Insomniac is only responsible for paying the limited expenses listed in the Settlement Agreement.

125. But apparently, with the CDD Parties their word is not their bond, nor is their signature. The CDD Parties were adamant that, regardless of the language of the Settlement Agreement, CDD Parties were going to force Insomniac to pay more: more than the costs Insomniac agreed to pay with respect to the Factory Town Events and more than the seven-figure settlement that the CDD Parties improperly paid themselves.

- e. The CDD Parties Breach the Settlement Agreement, Binding Space Invaders and Insomniac to over \$1.5M in Talent Bookings Without Approval—for Events with which the CDD Parties Are Now Refusing to Cooperate.

126. The CDD Parties are minority members of Space Invaders with no board control. The CDD Parties are contracted labor serving at the pleasure, direction, and supervision of the Space Invaders Board. The CDD Parties have no authority to bind Space Invaders without the express consent of the Space Invaders Board, which is controlled, in all material respects, by Insomniac. And, as to Factory Town, the CDD Parties were paid in full for whatever interest that

the CDD Parties may have had in Factory Town and now have no interest, no control, and no say so. But they ignored those restrictions.

127. As noted above, the CDD Parties no longer have any interest in Factory Town's success. On the contrary, the CDD Parties are doing everything in their power to sabotage Factory Town's events.

128. Notwithstanding that the CDD Parties had no ability to bind Space Invaders and no interest in Factory Town, the CDD Parties began making binding offers to talent for Art Basel without Insomniac's approval.

129. The Settlement Agreement states, in no uncertain terms:

Except to the extent contracts with talent/artist are already fully executed, SDC shall initially **propose** all talent/artists and submit **proposed offers/contracts/agreements** at market rates to Insomniac prior to execution for their review and approval, such approval not to be unreasonably withheld.

Ex. B § 6(a)(i) (emphasis added).

130. The CDD Parties' role was very simple and very limited: they were to make a proposal to Insomniac. Nothing more; nothing less. The words "book," "select," "choose," "contract," "agree," or their synonyms are conspicuously absent from the Settlement Agreement.

131. The CDD Parties were certainly not handling the legal complexities of contracting with talent; indeed, the Space Invaders Operating Agreement and Management Agreements expressly prohibit CDD from doing so, and the Settlement Agreement confirms that Insomniac "approves all budgets." The CDD Parties were to make a proposal, and once it was approved, Insomniac would handle the operations, contracts, and budget items per the express terms of literally every agreement between the Parties.

f. The CDD Parties Sought an Order from Judge Hanzman; They Lost.

132. Unhappy with the terms of the Settlement Agreement that they had signed and negotiated for over a month, the CDD Parties sought relief from Judge Hanzman, who was designated in the Settlement Agreement as the final arbiter on disputes over allocation of expenses and issues related to talent booking.

133. The CDD Parties sought to exclude Insomniac from all talent booking correspondence and obtain carte blanche artist and talent selection rights for the two remaining co-promoted Factory Town events.

134. The CDD Parties threatened that if they did not get their way, they would unilaterally “terminate” the Settlement Agreement.

135. The Parties set a hearing before Judge Hanzman on July 23, 2025.

136. Prior to the hearing, on July 18, 2025, Judge Hanzman sent the Parties a cautionary email:

[S]o there is no misunderstanding, both sides are ordered to comply with [the Settlement Agreement] in all respects until and unless I were to find a Party in material breach and relieve the other side of their obligation to perform.

A true and correct copy of this email is attached hereto as **Exhibit F**.

137. The Parties met for an in-person hearing in the office of Bilzin Sumberg on July 23, 2025.

138. Shockingly, the CDD Parties brought a third-party “witness” with them, whom they told about the Settlement Agreement and nature of the dispute, in clear breach of the confidentiality provision of the Settlement Agreement.

139. Just prior to the hearing, the CDD Parties confirmed once again what they had informed Insomniac and Judge Hanzman prior, and what Judge Hanzman had cautioned against.

140. The CDD Parties stated, in no uncertain terms, that if forced to comply with the terms of the Settlement Agreement they simply would not cooperate with Hocus Pocus and Art Basel as required.

141. Put differently, the CDD Parties expressly stated that they would not comply with the Settlement Agreement. Their justification? It didn't make sense.

142. The Parties proceeded through the hearing. Judge Hanzman reviewed the Parties' submissions, reviewed documents, and heard argument of counsel.

143. The CDD Parties lost.

144. Judge Hanzman ruled that not only was there no breach by Insomniac, but also, the CDD Parties positions were wholly rejected.

145. On July 31, 2025, Judge Hanzman issued his order addressing the Parties' concerns ("Hanzman Order").

146. A true and correct copy of the Hanzman Order is attached hereto as **Exhibit G**.

147. On the issue of talent booking, the Hanzman Order rejected the CDD Parties' contention, holding, *inter alia*:

In the initial communication with any Talent and upon the transmission of any offer, the CDD Parties shall state clearly and conspicuously in writing, in the same size font as the remainder of the communication, the following language:

"Please note that any offers for booking are subject to final approval by Insomniac Holdings, LLC."

*Id.* § II ¶ 6.

148. Judge Hanzman held that failure to include this language in communication with any talent would constitute a violation of the Settlement Agreement. Judge Hanzman further clarified that "Insomniac has final approval rights for all Talent bookings." *Id.* § II ¶ 7.

149. Judge Hanzman also required the CDD Parties to complete specific tasks, stating, *inter alia*: “the CDD Parties shall provide to Insomniac a list of proposed Talent for Art Basel on or before July 31, 2025.” *Id.* § II ¶ 3.

150. The CDD Parties did not provide a complete list of talent by the deadline, or ever.

151. Judge Hanzman also required that Insomniac and the CDD Parties “set aside no less than 2 hours a week to meet, over Zoom, to discuss the progress on booking of Talent for Art Basel.” *Id.* § II ¶ 10.

152. The CDD Parties did not comply and still have not complied.

153. On the expense allocation issue, the Court found, *inter alia*:

I do not see how the landlord, Insomniac, is remotely required to provide things like additional lighting, shuttles, clean up, DJ gear, event specific permits, meals, and other similar event-related expenses. As I noted, I find those to be Partnership expenses. I also am inclined to conclude that temporary staff and related costs such as stagehands are not landlord expenses.

*Id.* § III ¶ 6.

154. And, noting the CDD Parties attempted to have Judge Hanzman re-write the Settlement Agreement, the Hanzman Order held:

As noted on the record, courts don’t rewrite deals and I’m certainly not rewriting this one. The Parties spent 16 hours at mediation and negotiated the Settlement Agreement for months. At this point I am not finding that the Settlement Agreement is ambiguous, and I am inclined to conclude that many of the items on the list proposed by the CDD Parties are not, under the Settlement Agreement, Landlord expenses.

*Id.* § III ¶ 10.

155. The Hanzman Order also required that, “[b]efore August 4, 2025, the CDD Parties shall provide a full budget (including Prices and totals) of the items it wishes to impute to the landlord at which time the patties shall meet and confer.” *Id.* § III ¶ 8.

156. The Hanzman Order further set a hearing for August 13, at which time he would address and finalize any further disputes. *Id.* § III. ¶ 9.

157. The CDD Parties have since indicated that they would no longer comply with the Settlement Agreement.

g. The Same Day as the Hanzman Order, the CDD Parties Confirm their Commitment to Non-Performance.

158. Mere hours after the issuance of the Hanzman Order, the CDD Parties informed Insomniac and Judge Hanzman that they will not be complying with any further obligations under the Settlement Agreement or the Hanzman Order. They were taking their ball and going home:

CDD will not be filing a motion tomorrow morning as there is no jurisdiction for the issues that need to be adjudicated, there is no need for any further hearings as my client has no further duty to perform (it cannot perform as described above and as a result of Insomniac's intentional plot to sabotage my client and Space). Certain CDD parties will be filing an action for damages, other relief and will explore other avenues to mitigate damages. These issues are all well beyond the jurisdiction of the Arbitrator.

A true and correct copy of this email is attached hereto as **Composite Exhibit H**.

159. Of note, this was less than two weeks after Insomniac's July 18, 2025, Demand to Cease and Desist and Notice of Default. *See Ex. C*.

160. Also of note, the CDD Parties email is devoid of any citations any provisions of the Settlement Agreement or the Hanzman Order.

161. In response, Judge Hanzman, sent another cautionary email, this time directed only to the CDD Parties:

Bruce, if your client has decided not to put on the events, I agree with you that there is nothing left for me to deal with, as a Court will have to adjudicate whether it was relieved from any obligations to perform (i.e. put on the events) due to a prior material breach on the part of Insomniac, or whether by failing to put on the events it breached the [Settlement Agreement]. So if you are formally advising me and opposing counsel that your client has decided that it is not participating in the two events because Insomniac has, in its view, materially breached the [Settlement

Agreement], and that breach has relieved your clients of any further duty to perform, I will cancel the 8/13 hearing. Please discuss this with your client and let us know whether that is in fact the course of action they have committed to take. Regards, Michael.

Comp. Ex. H.

162. The CDD Parties confirmed their commitment to non-performance, with their lawyer stating without ambiguity, “Yes, this is the course of action that my clients have committed to.” Comp. Ex. H.

163. And, a few short hours later, Insomniac received a letter from an entity owned or controlled by the CDD Parties’ newfound partner, Club Space’s landlord, which relied on information provided to Justin Levine by the CDD Parties in violation of the Settlement Agreement and other contracts between the Parties.

164. The next play in the CDD Parties’ play book will no doubt be filing their smear campaign against Pasquale Rotella.

h. Now, the CDD Parties Are Preventing Insomniac from Operating and Endangering the Public.

165. The CDD Parties are now not only refusing to cooperate in the promotion of Hocus Pocus and Art Basel, but also, they are actively preventing Insomniac from doing so.

166. The CDD Parties misconduct has and will continue to cause Insomniac millions of dollars in damages and irreparable harm to its business.

167. The CDD Parties have not only ignored their contractual obligations, both specific requirements and general cooperation and promotion responsibilities, but are also withholding critical information, which would allow Insomniac to attempt to mitigate its damages.

168. Recall above, the CDD Parties launched the Hocus Pocus event without approval, utilizing a ticketing account to which the CDD Parties solely maintain administrative control.

169. The CDD Parties are refusing to provide Insomniac with the requisite login information to allow Insomniac to continue selling tickets, modify prices, or otherwise transfer the information to the proper ticketing account to ensure that ticket purchasers received the benefit of their purchases.

170. In addition, the CDD Parties' refusal to provide the requisite log in information to the Hocus Pocus Instagram, Facebook, website, and other social media is preventing Insomniac from properly promoting the event to ensure its profitability and success, both for Insomniac and Space Invaders, which stood, prior to the CDD Parties misconduct, to profit considerably from the event.

171. The CDD Parties improperly bound Space Invaders to over \$1.5 million in talent expenses without approval, launched the Hocus Pocus event and started selling tickets at incorrect prices without approval, and are now taking active steps to prevent Insomniac from once again fixing the CDD Parties' misconduct and ensuring that the event proceeds, consumers receive their tickets, and Space Invaders profits, or at least, does not suffer a loss at the hands of CDD.

172. In light of the CDD Parties' continued breaches and efforts to sabotage Insomniac, Club Space, and the two upcoming events, this lawsuit seeks, in part, to allow Insomniac to save and protect the Club Space brand, and to mitigate the irreparable harm the CDD Parties are causing Insomniac.

173. All conditions precedent to the filing of this action have occurred, or have otherwise been performed, satisfied, or waived.

174. Plaintiff has engaged the law firm Shaw Lewenz and is obligated to pay the firm reasonable attorneys' fees and costs.

**COUNT ONE**  
**BREACH OF CONTRACT**  
(Confidentiality, Non-Disparagement, & Talking Points)  
(as to the CDD Parties)

175. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

176. Plaintiff and the Defendants entered into the Settlement Agreement.

177. The Settlement Agreement is a valid and enforceable contract under Florida law.

178. Plaintiff performed all its obligations under the Settlement Agreement.

179. Defendants materially breached the Settlement Agreement by, without limitation, violating the Confidentiality, Non-Disparagement, and Talking Points provisions thereof.

180. Specifically, Section 15(a) of the Settlement Agreement unequivocally prohibits the CDD Parties from, directly or indirectly, making any statement that, if publicized, “would cause or tend to cast [Insomniac] in a negative light, or cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality” of Insomniac.

181. Section 14 requires that the terms of the Settlement Agreement remain strictly confidential, with extremely limited exceptions.

182. And, Section 15(b) provides that any communications with others in the music industry be limited to agreed-upon talking points, namely:

- i. Insomniac is assuming full responsibility for Factory Town management and operations.
- ii. The Parties are on good terms and will maintain their successful partnership while continuing to produce events together.
- iii. Club Space will continue to curate events at Factory Town.

183. Defendants breached these provisions by informing individuals in the industry that they “won their lawsuit against Insomniac,” and by representing that they gained exclusive control over Factory Town and its operations.

184. Further, Defendants breached these provisions by informing Antonio Carbonaro, Justin Levine, and others of the parties’ dispute, the Settlement Agreement, and its terms.

185. Defendants’ breaches of the Settlement Agreement are material and, as a result of these material breaches, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants’ breach of the Settlement Agreement, pre- and post-judgment interest, attorneys’ fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT TWO**  
**BREACH OF CONTRACT**  
(Failure to Transfer Property & Information)  
(as to SDC)

186. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

187. Plaintiff and the Defendants entered into the Settlement Agreement.

188. The Settlement Agreement is a valid and enforceable contract under Florida law.

189. Plaintiff performed all its obligations under the Settlement Agreement.

190. The Settlement Agreement requires SDC to transfer certain intellectual property, assets, and information to Plaintiff. *See* Ex. B § 4(a)-(c) and § 5(a).

191. SDC materially breached the Settlement Agreement by, without limitation, refusing to provide the intellectual property, assets, and information to Insomniac as required under the terms of the Settlement Agreement.

192. Defendants' breaches of the Settlement Agreement are material and, as a result of these material breaches, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants' breach of the Settlement Agreement, pre- and post-judgment interest, attorneys' fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT THREE**

**PERMANENT INJUNCTIVE RELIEF**

(Requiring the Transfer and Discontinued Use of Property and IP)  
(as to the CDD Parties)

193. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

194. Under sections 4 and 5 of the Settlement Agreement, SDC is required to transfer certain assets, property and information to Plaintiff, including, for example and without limitation, marketing materials, website domains and social media account logins and passwords. *See* Ex. B § 4(a)-(c) and § 5(a).

195. The remaining CDD Parties represented and warranted that they did not have any the assets, property and information required to be transferred to Plaintiff under sections 4 and 5

of the Settlement Agreement and did not render any services for or to Factory Town or the Factory Town Venture. *Id.* § 4(d).

196. SDC has refused to provide Plaintiff the assets, property and information required to be transferred under sections 4 and 5 of the Settlement Agreement. And, the CDD Parties have made it clear that they believe all such assets, property and information relating to Hocus Pocus are proprietary to the CDD Parties, meaning, not to Insomniac or Club Space and their partnership with Insomniac, but to the CDD Parties themselves, and the CDD Parties confirmed their intent to produce the Hocus Pocus event at other venues, in violation of the Settlement Agreement.

197. Because Defendants breached the Settlement Agreement, Plaintiff will likely succeed on the merits of its claims.

198. Without the transfer of the assets, property and information under sections 4 and 5 of the Settlement Agreement, Plaintiff will suffer irreparable harm. Indeed, Hocus Pocus and Art Basel will come and go without Plaintiff being able to adequately produce these events, potentially leaving thousands of ticket holders without an event to attend and Plaintiff's reputation with Miami's dance music industry irreparably harmed.

199. The balance of the hardship weighs heavily in favor of Plaintiff, as Defendants already contracted, and were paid, for the assets, property and information under sections 4 and 5 of the Settlement Agreement. Conversely, as stated above, Plaintiff will suffer unquantifiable reputational damage without the assets, property and information under sections 4 and 5 of the Settlement Agreement.

200. Plaintiff has no adequate remedy at law. Indeed, without the assets, property and information under sections 4 and 5 of the Settlement Agreement, Hocus Pocus and Art Basel will

come and go without Plaintiff being able to adequately produce them, and Plaintiff's reputation with Miami's music industry will suffer unquantifiable damage.

201. The public interest will be served by the Court entering a mandatory injunction requiring Defendants to transfer the assets, property and information under sections 4 and 5 of the Settlement Agreement, by showing the public that courts enforce contractual rights, and by permitting Plaintiff to put on Art Basel and Hocus Pocus, the latter for which members of the public have already begun purchasing tickets.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for mandatory and prohibitive injunctive relief:

- (a) Enforcing the terms of the Settlement Agreement;
- (b) Enjoining Defendants from utilizing the assets, property and information under sections 4 and 5 of the Settlement Agreement, relinquished, or disclaimed in sections 4 and 5 of the Settlement Agreement, including without limitation, those related to Hocus Pocus;
- (c) Mandating the conveyance of the assets, property and information under sections 4 and 5 of the Settlement Agreement, including without limitation, those related to Hocus Pocus, to Plaintiff; and
- (d) Issuing any further relief the Court deems just and proper under the circumstances.

**COUNT FOUR**  
**TEMPORARY INJUNCTIVE RELIEF**

(Requiring the Transfer of Information to allow for the Promotion of Hocus Pocus)  
(as to the CDD Parties)

202. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

203. Under sections 4 and 5 of the Settlement Agreement, SDC is required to transfer certain assets, property and information to Plaintiff, including, for example and without limitation, marketing materials, website domains and social media account logins and passwords. *See* Ex. B § 4(a)-(c) and § 5(a).

204. The remaining CDD Parties represented and warranted that they did not have any the assets, property and information required to be transferred to Plaintiff under sections 4 and 5 of the Settlement Agreement and did not render any services for or to Factory Town or the Factory Town Venture. *Id.* § 4(d).

205. SDC has refused to provide Plaintiff the assets, property and information required to be transferred under sections 4 and 5 of the Settlement Agreement. And, the CDD Parties have made it clear that they believe all such assets, property and information relating to Hocus Pocus are proprietary to the CDD Parties, meaning, not to Insomniac or Club Space and their partnership with Insomniac, but to the CDD Parties themselves, and the CDD Parties confirmed their intent to produce the Hocus Pocus event at other venues, in violation of the Settlement Agreement.

206. Because Defendants breached the Settlement Agreement, Plaintiff will likely succeed on the merits of its claims.

207. Without the transfer of the assets, property and information under sections 4 and 5 of the Settlement Agreement, Plaintiff will suffer irreparable harm. Indeed, Hocus Pocus and Art Basel will come and go without Plaintiff being able to adequately produce these events, potentially

leaving thousands of ticket holders without an event to attend and Plaintiff's reputation with Miami's dance music industry irreparably harmed.

208. The balance of the hardship weighs heavily in favor of Plaintiff, as Defendants already contracted, and were paid, for the assets, property and information under sections 4 and 5 of the Settlement Agreement. Conversely, as stated above, Plaintiff will suffer unquantifiable reputational damage without the assets, property and information under sections 4 and 5 of the Settlement Agreement.

209. Plaintiff has no adequate remedy at law. Indeed, without the assets, property and information under sections 4 and 5 of the Settlement Agreement, Hocus Pocus and Art Basel will come and go without Plaintiff being able to adequately produce them, and Plaintiff's reputation with Miami's music industry will suffer unquantifiable damage.

210. The public interest will be served by the Court entering a mandatory injunction requiring Defendants to transfer the assets, property and information under sections 4 and 5 of the Settlement Agreement, by showing the public that courts enforce contractual rights, and by permitting Plaintiff to put on Art Basel and Hocus Pocus, the latter for which members of the public have already begun purchasing tickets.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for an order during the pendency of this action in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for mandatory and prohibitive injunctive relief:

- (a) Enforcing the terms of the Settlement Agreement;
- (b) Enjoining Defendants from utilizing the assets, property and information under sections 4 and 5 of the Settlement Agreement, relinquished, or disclaimed in

sections 4 and 5 of the Settlement Agreement, including without limitation, those related to Hocus Pocus;

- (c) Mandating the conveyance of the assets, property and information under sections 4 and 5 of the Settlement Agreement, including without limitation, those related to Hocus Pocus, to Plaintiff; and
- (d) Issuing any further relief the Court deems just and proper under the circumstances.

**COUNT FIVE**  
**SPECIFIC PERFORMANCE**  
(Requiring the Transfer of Property and IP)  
(as to SDC)

211. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

212. SDC is required to transfer certain assets, property and information under sections 4 and 5 of the Settlement Agreement to Plaintiff. *See* Ex. B § 4(a)-(c) and § 5(a).

213. The terms of the Settlement Agreement are clear and definite.

214. The Settlement Agreement contains both a mutuality of obligation and remedy. In other words, all Parties are required to perform thereunder, and all Parties can seek recourse in the event of a breach.

215. SDC has refused to provide the assets, property and information under sections 4 and 5 of the Settlement Agreement to Insomniac as required under the terms of the Settlement Agreement.

216. Because Defendants entered into and breached the Settlement Agreement, Plaintiff is clearly entitled to the assets, property and information under sections 4 and 5 of the Settlement Agreement.

217. Plaintiff has no adequate remedy at law. Indeed, Hocus Pocus and Art Basel will come and go without Plaintiff being able to adequately produce these events, potentially leaving thousands of ticket holders without an event to attend and Plaintiff's reputation with Miami's dance music industry irreparably harmed.

218. Without the transfer of the assets, property and information under sections 4 and 5 of the Settlement Agreement, Plaintiff will suffer irreparable harm.

219. Justice requires specific performance of the Settlement Agreement and the transfer of the intellectual property to Plaintiff, as Defendants already contracted, and were paid, for the intellectual property. Plaintiff will suffer unquantifiable reputational damage without the intellectual property it purchased from Defendants.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a decree of specific performance in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, requiring Defendants to transfer the intellectual property purchased by Plaintiff, and issuing any further relief the Court deems just and proper under the circumstances.

**COUNT SIX**  
**BREACH OF CONTRACT**  
(Representation & Warranty)  
(as to the CDD Parties other than SDC)

220. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

221. Plaintiff and the Defendants entered into the Settlement Agreement.

222. The Settlement Agreement is a valid and enforceable contract under Florida law.

223. Plaintiff performed all its obligations under the Settlement Agreement.

224. The remaining CDD Parties represented and warranted that they did not have any the assets, property and information required to be transferred to Plaintiff under sections 4 and 5 of the Settlement Agreement and did not render any services for or to Factory Town or the Factory Town Venture. *Id.* § 4(d).

225. Contrary to the representations and warranties in the Settlement Agreement, the remaining CDD Parties have made it clear that they believe all the assets, property and information required to be transferred to Plaintiff under sections 4 and 5 of the Settlement Agreement relating to Hocus Pocus is proprietary to the CDD Parties, and the CDD Parties confirmed their intent to do the event at other venues.

226. This constitutes a material breach of the Settlement Agreement.

227. As a result of the breach, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants' breach of the Settlement Agreement, pre- and post-judgment interest, attorneys' fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT SEVEN**  
**BREACH OF CONTRACT**  
(Budget and Ticket Pricing Approval)  
(as to the CDD Parties)

228. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

229. Plaintiff and the Defendants entered into the Settlement Agreement.

230. The Settlement Agreement is a valid and enforceable contract under Florida law.

231. Plaintiff performed all its obligations under the Settlement Agreement.

232. The Settlement Agreement states that “Hocus Pocus shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC. **SDC shall ensure that Insomniac approves all budgets, ticket pricing, etc. prior to announcing the event or details thereof.**” Ex. B § 6(a)(i) (emphasis added).

233. Defendants, however, contrary to Plaintiff’s express instructions, announced Hocus Pocus without Plaintiff approving the budget or the ticket pricing.

234. Moreover, Defendants made offers to talent for Hocus Pocus and Art Basel, binding Space Invaders to over \$1.5 million in talent fees for Hocus Pocus and hundreds of thousands more for Art Basel without budget approval or compliance with the Settlement Agreement and incorporated documents.

235. This constitutes material breaches of the Settlement Agreement.

236. As a result of the breaches, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants’ breach of the Settlement Agreement, pre- and post-judgment interest, attorneys’ fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT EIGHT**  
**BREACH OF CONTRACT**

Hocus Pocus & Art Basel Commitment to Non-Performance  
(as to the CDD Parties)

237. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

238. Plaintiff and the Defendants entered into the Settlement Agreement.

239. The Settlement Agreement is a valid and enforceable contract under Florida law.

240. Plaintiff performed all its obligations under the Settlement Agreement.

241. The Settlement Agreement states that “[t]he Insomniac Parties and the CDD Parties shall collaborate on [Hocus Pocus and Art Basel], which shall be held at Factory Town. . . .” Ex. B § 6.

242. The Settlement Agreement further states that “Hocus Pocus shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC.” Ex. B § 6(a)(i).

243. Similarly, the Settlement Agreement also states that “Art Basel shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC with Insomniac taking the lead on operations.” *Id.* § 6(b)(v).

244. Defendants, however, have breached/anticipatorily repudiated the Settlement Agreement by making it clear that they have no intention of moving forward with co-promoting Hocus Pocus and Art Basel with Plaintiff.

245. Indeed, Defendants not only had an obligation in the Settlement Agreement to cooperate with the co-promotion of the event, but were also ordered by Judge Hanzman to provide a list of proposed talent, a proposed budget, to explicitly notate that in any offers to talent that such offers are subject to Insomniac’s final approval, and to have weekly meetings with Insomniac to work together to discuss the booking of talent for Hocus Pocus and Art Basel. *See* Ex G.

246. Defendants have failed entirely to comply with the Settlement Agreement and the Hanzman Order, perfectly demonstrating their intent not to collaborate with Plaintiff on Hocus Pocus and Art Basel.

247. In addition, Defendants are also actively preventing Space Invaders from complying with the leasing obligations in the Settlement Agreement.

248. This constitutes a material breach of the Settlement Agreement.

249. Plaintiff was ready, willing, and able to perform under the Settlement Agreement and collaborate on and co-promote Hocus Pocus and Art Basel with Defendants.

250. As a result of Defendants' breach and anticipatory repudiation, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants' breach of the Settlement Agreement, pre- and post-judgment interest, attorneys' fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT NINE**  
**BREACH OF CONTRACT**  
(Hanzman Order)  
(as to the CDD Parties)

251. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

252. Plaintiff and the Defendants entered into the Settlement Agreement.

253. The Settlement Agreement is a valid and enforceable contract under Florida law.

254. Plaintiff performed all its obligations under the Settlement Agreement.

255. The Settlement Agreement delegates jurisdiction to Judge Hanzman for resolution of certain disputes.

256. Specifically, pursuant to Section 6(a)(i) of the Settlement Agreement, Judge Hanzman has jurisdiction to hear and adjudicate disputes relating to talent offers; and

257. Pursuant to Section 6(c)(iii) of the Settlement Agreement, Judge Hanzman has jurisdiction to hear disputes relating to allocation of certain budget items between the landlord, Insomniac and Space Invaders, LLC.

258. On July 31, 2025, Judge Hanzman issued the Hanzman Order, which is binding on the Parties.

259. Pursuant to the Settlement Agreement, Defendants are bound to comply with the Hanzman Order.

260. As detailed above, Defendants failed and, in fact, refused to comply with the Hanzman Order by, without limitation, failing to produce the required information, attend required meetings, failing to include the required language in offers to talent, and failing to otherwise cooperate with the spirit and letter of the Hanzman Order and the Settlement Agreement.

261. Defendants' breach of the Hanzman Order constitutes a material breach of the Settlement Agreement.

262. As a result of Defendants' breach and anticipatory repudiation, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, enforcing the Hanzman Order, and for damages, including disgorgement or

return of the Settlement Payment and special damages and lost profits as a result of Defendants' breach of the Settlement Agreement, pre- and post-judgment interest, attorneys' fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

**COUNT TEN**  
**BREACH OF CONTRACT**  
(Covenant Not to Sue)  
(as to the CDD Parties)

263. Plaintiff reaffirms, realleges, and reincorporates by reference the allegations in paragraphs 1 through 174 above as if fully set forth herein.

264. Plaintiff and the Defendants entered into the Settlement Agreement.

265. The Settlement Agreement is a valid and enforceable contract under Florida law.

266. Plaintiff performed all its obligations under the Settlement Agreement.

267. Within the Settlement Agreement the CDD Parties covenanted as follows:

Covenant Not to Sue. The CDD Parties, in their derivative capacity as owners of Space Invaders, LLC and related entities (derivative capacity) expressly covenant and agree not to file or encourage any lawsuit, claim, action, or other legal charge against Space Invaders, LLC, Space IP Licensing, LLC, Space Holdings, LLC, Club Space Management, LLC, Insomniac, or the Insomniac Parties as defined in the Space Invaders Operating Agreement or their respective officers, directors, employees, owners, parents, subsidiaries, or affiliates arising out of or relating to Insomniac's purchase of the Intellectual Property used in the operation of the Venue as such terms are defined in the Space Invaders Operating Agreement. Ex. B § 10.

268. The CDD Parties breached this covenant by encouraging a claim, action, or other legal charge by the Club Space landlord relating to the Club Space IP.

269. The breach of this covenant constitutes a material breach of the Settlement Agreement.

270. As a result of Defendants' breach, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, Insomniac Holdings, LLC, hereby prays for a judgment in its favor and against Defendants, SDC Holdings, LLC, David Sinopoli, HI-Note Production and

Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano, and David Danese, for damages, including disgorgement or return of the Settlement Payment and special damages and lost profits as a result of Defendants' breach of the Settlement Agreement, pre- and post-judgment interest, attorneys' fees and court costs, along with any further relief the Court deems just and proper under the circumstances.

Dated: August 4, 2025

Respectfully submitted,

**SHAW LEWENZ**  
110 SE 6th Street, Suite 2900  
Fort Lauderdale, FL 33301  
Tele: (954) 361-3633  
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/s/ Jordan A. Shaw

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**EXHIBIT A**

# CONFIDENTIAL AGREEMENT

## Binding Term Sheet

1. Payment by Insomniac to SDC Consulting LLC ("SDC") of \$2.9 million by or before June 20, 2025.
2. All FT Agreements Null and Void, without effect, Void Ab Initio, SDC/CDD relinquishes all rights it has or ever had in profits, proceeds, IP, personal property, etc. of FT or events held thereby or therein, including execution of work for hire for all existing IP for FT upon receipt of funds provided for in #1 above.
3. Assignment of all FT log ins, property, assets, IP, data, social media accounts, domains, art, email database, SMS marketing database, artwork print-files, digital assets, footage, photos, branding, logos, etc. (further assurances to effectuate dissolution of entity and transfer of all rights, personal, property etc. in FT to Insomniac) (and windup period with further assurances)
4. Non-Compete revised and clarified
  - a. Small 350-person bar
  - b. Live Rock and Roll and/or Acoustic music allowed
  - c. DJ sets no longer than 75 minutes; will not be headliner or advertised talent; will not be focus of act;
  - d. Neither DJ or talent will play EDM or be EDM artists
  - e. NO OVERLAPPING ACTS with Club Space
5. To the extent the parties decide to do events, collaborations, or partnerships, other than through Space Invaders, or Club Space, or III Points ("Future Collaborations"), neither the parties' future or prior course of dealing nor the Space Invaders Operating Agreement or Management Agreements shall govern. The structure of any Future Collaboration must be negotiated at arms' length.
6. CDD and their companies will not bring derivative claims on recovery of IP paid for by Space and agree to covenant not to sue
7. Non-Disparagement
8. Internal industry talking points saying the parties are working together amicably.
9. All SI Agreements ratified as fair, reasonable, and in full force and effect, except as modified by this term sheet or settlement agreements. .
10. Other usual and customary settlement terms.
11. Terms shall be memorialized in a fulsome settlement agreement package subject to mutual approval.

12. Any disagreement over the language or inclusion or exclusion of terms in the settlement agreement shall be resolved by M Hanzman.

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13. In the event of any conflict between settlement agreement and any other agreement, settlement agreement controls.
14. All monies currently are 1306 go to Insomniac after SDC receives payment in full as provided in #1 above.  
Full mutual release (known and/or unknown) for the parties and their respective officers, members, managers, directors, owners (standard release language of parents, successors, assigns, etc.) related to FT.
15. Insomniac withdraws and releases any claims against Jose Coloma Sr.
16. Insomniac agrees to lease the Factory Town Venue to Space Invaders for the following events under the following terms:
  - a. **Hocus Pocus 2025 – 5-Year Anniversary (3-Day Halloween Event)**
    - i. • Dates: October 31, November 1, and November 2
    - ii. • Time: 7pm-7am
    - iii. \$300,000 for 3 days, which includes entire property & all stages
    - iv. Includes permanent venue staff and existing permanent infrastructure (including staging) at no extra cost
    - v. Inclusive of load-in and load-out days (exact number of days to be confirmed)
    - vi. • Event to be co-promoted by Insomniac and Club Space
    - vii. • Venue operates bars and is responsible for bar staff costs; 20% of net revenue (gross revenue less taxes, tips, credit card fees, comps) of all bars and tables goes to Club Space
    - viii. • All other event-related revenue retained by Club Space
    - ix. • No Space Invaders staffing allocations as there will be permanent venue staff
    - x. • Insomniac signs off on all budgets, ticket pricing, etc. prior to announce.
    - xi. • SDC to provide a clear list of all talent offers out and/or confirmed.
    - xii. SDC to choose Artist Hospitality staff & operate Artist Hospitality
  - b. **Art Basel 2025 – 5 days**
    - i. • Dates: December 3-7
    - ii. • Time: 7pm-7am
    - iii. • \$550,000 for 5 days, which includes entire property & all stages
    - iv. o Includes permanent venue staff and existing permanent infrastructure (including staging) at no extra cost
    - v. o Inclusive of load-in and load-out days (exact number of days to be confirmed)
    - vi. • Event to be co-promoted by Insomniac and Club Space with Insomniac taking the lead on operations.

- vii. • Venue operates bars and is responsible for bar staff costs; 20% of net revenue (gross revenue less taxes, tips, credit card fees, comps) of all bars and tables goes to Club Space
- viii. • All other event-related revenue retained by Club Space
- ix. • No Space Invaders staffing allocations as there will be permanent venue staff
- x. • Insomniac signs off on all budgets, ticket pricing, etc. prior to announce.
- xi. • SDC to provide a clear list of all talent offers out and/or confirmed.
- xii. SDC to choose Artist Hospitality staff & operate Artist Hospitality

**c. Fees for Hocus Pocus and Art Basel**

- i. The amounts paid to SDCCDD for Art Basel and Hocus Pocus shall be those fees payable under the Space Invaders Operating Agreement and Management Agreements except that under no circumstances shall the amounts paid to the Non-Insomniac members exceed 49% of the net profit from those events.
- ii. Subject to the limitation above, SDC to receive 6% management fee unless the events do not generate a net profit

- 17. The payment by Insomniac hereunder is in full and final settlement of all payments, allocations, fees, or distributions owed or otherwise payable for all prior FT events.
- 18. This Agreement is binding and contains all material terms of the settlement reached by the parties at mediation. In the event of any dispute over the language or terms of the contemplated long form settlement agreement, any such dispute shall be resolved by the mediator whose decision shall be final.
- 19. Venue in State or Federal Court in Miami Dade County.


Insomniac Holdings, LLC





Live Nation Worldwide, Inc.

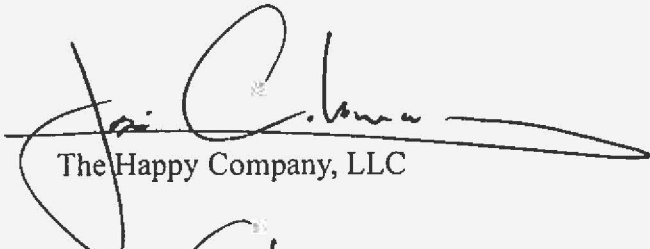


  
SDC Holdings, LLC

  
David Sinopoli

  
HI-Note Production and Consulting, LLC as authorized representative

  
Full Circle F&B LLC AS AUTHORIZED REPRESENTATIVE

  
The Happy Company, LLC AS AUTHORIZED REPRESENTATIVE

  
Jose Gabriel Coloma Cano

  
Davide Danese

FT Miami, LLC 



FT Intergalactic Gatherings, LLC



**EXHIBIT B**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Confidential Settlement Agreement and Release (this "**Agreement**") is entered into by and between Insomniac Holdings, LLC ("**Insomniac**"), Live Nation Worldwide, Inc. ("**Live Nation**"), SDC Holdings, LLC ("**SDC**"), David Sinopoli ("**Sinopoli**"), HI-Note Production and Consulting, LLC ("**HI-Note**"), Full Circle F&B, LLC ("**Full Circle**"), The Happy Company, LLC ("**Happy Co**"), Jose Gabriel Coloma Cano ("**Cano**"), David Danese ("**Danese**") (SDC, Sinopoli, HI-Note, Full Circle, Happy Co, Cano, and Danese, collectively, "**CDD Parties**" each a "**CDD Party**"), FT Miami, LLC ("**FT Miami**"), FT INS, LLC ("**FTINS**"), and FT Intergalactic Gatherings, LLC ("**FTIG**") (collectively, the "**Parties**" and independently each a "**Party**"). This Settlement Agreement is effective as of the date of the last signature hereto (the "**Effective Date**").

### **BACKGROUND**

**WHEREAS**, Insomniac and certain CDD Parties are partners in Space Invaders, LLC ("**Space Invaders**"), which operates Club Space, a nightclub and dance/EDM music venue in Miami, Florida.

**WHEREAS**, Insomniac and certain CDD Parties are parties to that certain Amended and Restated Operating Agreement of Space Invaders, LLC dated July 24, 2019 ("**Space Invaders Operating Agreement**"), and those certain Management Agreements dated July 24, 2019, between Space Invaders and certain CDD Parties ("**Space Invaders Management Agreements**").

**WHEREAS**, the Space Invaders Operating Agreement and Space Invaders Management Agreements remain in full force and effect as modified or contradicted herein.

**WHEREAS**, Insomniac and certain CDD Parties sought to establish a music venue at a 4800 NW 37th Ave, Miami, FL 33142, which is known as "Factory Town." The Parties' collaboration and co-promotion of events at Factory Town shall be hereinafter referred to as the "**Factory Town Venture**."

**WHEREAS**, the certain Parties had a dispute over the structure of certain payment obligations, ownership, and structure of the Factory Town Venture (the "**Dispute**").

**WHEREAS**, on June 2, 2025, the Parties entered into a Confidential Binding Term Sheet, which has 19 points of agreement and was executed by the Parties at a mediation before Judge Michael Hanzman ("**Term Sheet**"), and the Parties wish to more specifically memorialize the Term Sheet and its points herein. The Term Sheet is incorporated herein by reference.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

### **AGREED TERMS**

1. Payment by Insomniac.

(a) In consideration for the promises and covenants herein, Insomniac will pay SDC the total sum of two million nine hundred thousand dollars (\$2,900,000.00) (the "**Settlement Payment**") as provided herein. The Settlement Payment shall be paid from the funds currently held in 1306 Lounge, LLC, by or before June 20, 2025.

(b) On June 20, 2025, SDC shall cause or direct 1306 Lounge, LLC, to remit the Settlement Payment to SDC, with the balance of funds currently held by 1306 Lounge, LLC for the benefit of Insomniac, to be remitted to Insomniac immediately after SDC's receipt of the Settlement Payment.

(c) The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that no Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Parties, except as provided herein. The Settlement Payment is in consideration and satisfaction of all sums that are owed, allegedly, owed, or which could, in the future be owed, by Insomniac, Live Nation, FTIG, FTINS, or FT Miami, to SDC, except any other monies that may be due to SDC under this Agreement, such as the Hocus Pocus and Art Basel events.

2. Taxes. SDC shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) by it to any federal, state, local, or regional taxing authority as a result of the Settlement Payment. SDC understands that neither Insomniac nor Live Nation has made, nor does SDC rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. Moreover, SDC agrees to indemnify and hold Insomniac and Live Nation harmless in the event that any governmental taxing authority asserts any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the payment of the Settlement Payment.

3. 2024 Agreements Void. The Parties agree and acknowledge that the 2024 Agreements are hereby considered null and void *ab initio*. The CDD Parties, jointly and severally, agree and acknowledge that they never had, do not currently have, and in the future have no right to obtain, any interest whatsoever in Factory Town, the Factory Town Venture, FT Miami, or FTIG (collectively, the "**FT Parties**"), including, without limitation, (i) the tangible, intangible, or personal property of the FT Parties, whether upon dissolution or otherwise, (ii) the intellectual property of the FT Parties, whether or not registered, (iii) any profits, losses, distributions, dividends, allocations, or other rights to any payments of any kind or nature, (iv) membership interests, units, or other equity interests of any kind or nature whatsoever (including but not limited to instruments convertible into equity interests of the FT Parties or which purport to confer the option or other ability to purchase equity interests in the FT Parties) and any rights to vote, manage, control, or otherwise direct the affairs of the FT Parties, whether or not related to or arising from any of the foregoing interests or instruments, (v) rights to advancement, or other reimbursement, (vi) information rights concerning the FT Parties, and (vii) any right or interest in or to (including rights as a third party beneficiary) any contract to which the FT Parties are bound. "**2024 Agreements**" means, collectively: (a) Management Agreement between FT Miami, LLC and Insomniac Holdings, LLC, dated January 17, 2024; (b) Management Agreement between FT Miami, LLC and SDC Holdings, LLC, dated January 17, 2024; (c) Operating Agreement of FT Miami, LLC, dated January 17, 2024, (d) Operating Agreement of FT INS, LLC, dated January 17, 2024, and the Operating Agreement of FT Intergalactic Gatherings, LLC, dated January 17, 2024. Nothing in this section shall be construed as voiding or otherwise eliminating the Parties obligations in this Agreement.

(a) Separation; No Future Obligation. The Parties further acknowledge and agree that other than those deriving from Fab 5, LLC's ownership of Factory Town

Holdings, LLC, or specifically set forth herein agreements of the parties, the CDD Parties have no interest, entitlement, ownership, or equity in any of the profits, proceeds, payments, property, improvements, lease (including the August 1, 2023, Lease between Factory Town Holdings, LLC and Insomniac), land, use, or other rights, in Factory Town, the Factory Town Venture, FT Miami, FTIG, or events, festivals, concerts, or otherwise held at Factory Town, whether promoted, organized, or operated by Insomniac or others, and that Insomniac may, at its discretion, operate Factory Town in its sole discretion, without limitation, obligation, restrictions, or remuneration to or by CDD Parties. For avoidance of doubt, notwithstanding anything to the contrary herein, or in the Space Invaders Operating Agreement or Space Invaders Management Agreements, other than those obligations set forth in section 6 hereof, Insomniac shall have no obligation to partner with, pay, or otherwise collaborate with any other party on any past or future event, concert, festival, or otherwise, whether at or through Factory Town or otherwise.

(b) The foregoing shall not affect Space Invaders, LLC's or 3P Festival, LLC's obligations to pay certain CDD Parties for their respective membership interests or services rendered.

(c) To the extent the parties produce events, collaborations, or partnerships, other than through Space Invaders, LLC (Club Space) or 3P Festival, LLC (III Points) ("Future Collaborations"), neither the parties' future or prior course of dealing nor the Space Invaders Operating Agreement or Space Invaders Management Agreements shall govern. The structure and payment of and for any Future Collaboration must be negotiated at arms' length.

4. Work for Hire. The Parties agree as follows:

(a) All results and proceeds of any kind or nature from any services rendered by SDC ("**SDC Services**"), jointly or severally, for, on behalf of, or in connection with, the FT Parties, including without limitation all forms of all documents, designs, inventions, and other patentable, trademarkable, copyrightable, or otherwise protectable material conceived, created, delivered or reduced to practice, in whole or in part, by SDC or rejected or exploratory materials in any stage of development, created by SDC for Factory Town or the Factory Town Venture ("**Deliverables**") was, shall become, and/or shall remain, as applicable, the exclusive property of Insomniac.

(b) To the extent possible, any Intellectual Property Rights in any Services rendered by SDC, Deliverables, and any other materials generated by SDC for Factory Town which are copyrightable will be deemed "works made for hire" for the FT Parties under the U.S. Copyright Act and other similar laws of the applicable international jurisdiction(s) of the world. To the extent that they are not "works made for hire," SDC hereby irrevocably assign all Intellectual Property Rights in any such Services, Deliverables and any other materials generated by SDC in perpetuity and agree to waive or refrain from exercising any residual moral or equitable remuneration rights. SDC hereby assigns all other Intellectual Property Rights in the Services, Deliverables and any other materials generated by SDC for Factory Town or the Factory Town Venture in connection with, the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town. To the extent any Intellectual Property Rights in Services, Deliverables and any other materials generated SDC on behalf of, or in connection

with, the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town, are not assignable or waivable, SDC jointly and severally, hereby grant Insomniac an exclusive, worldwide, irrevocable, perpetual, royalty-free, freely transferable license to reproduce, distribute, create derivative works of, publicly perform, publicly display and transmit by any means or format, whether now known or hereafter devised, such Intellectual Property Rights in Services, Deliverables and any other materials generated SDC for, on behalf of, or in connection with, the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town.

(c) **“Intellectual Property Rights”** means, collectively, all copyrights, trademark rights, inventions, moral rights, neighboring rights, patent and design rights, proceed rights, proprietary rights, re-use rights, rental and lending rights, equitable remuneration rights, and related rights, now and hereafter recognized, throughout the universe, in perpetuity without any restrictions of any type, including, without limitation, so-called “creative right” restrictions, permissions, and/or re-use fees or other payments, together with any goodwill attaching thereto. Without limiting the generality of the foregoing, ownership of all right, title and interest in the Services, Deliverables and any other materials generated by SDC for Factory Town or the Factory Town Venture for, on behalf of, or otherwise in connection with the FT Parties, Factory Town, the Factory Town Venture, or any event held at Factory Town and any part thereof, including, without limitation, all Intellectual Property Rights therein or related thereto, will automatically and immediately fully vest in Insomniac (even if not completed) upon the moment of creation without the necessity of any further action or consideration by any Party.

(d) Other than SDC, the remaining CDD Parties represent and warrant that they did not provide any proceeds, services, deliverables, or products of any kind, including without limitation documents, designs, inventions, and other patentable, trademarkable, copyrightable, or otherwise protectable material conceived, created, delivered or reduced to practice, to or for Factory Town or the Factory Town Venture. Put differently, the remaining CDD Parties have no information or rights to transfer or relinquish pursuant to sections 4(a)-(c), or section 5 below.

##### 5. Assignment and Assumption of Assets.

(a) SDC hereby assigns, and Insomniac hereby agrees to assume, all assets or other property used or developed in connection with, arising from, or otherwise related to Factory Town or the Factory Town Venture that SDC had, have, or may in the future obtain, including, but not limited to, (i) all website, application, social media, or other digital accounts, logins, passwords, or other access rights to any online website, platform, or similar asset, (ii) tangible, intangible, or personal property, (iii) intellectual property, (iv) data, (v) website or email domains, (vi) internal or external databases, and (vii) artwork, marketing materials, or other digital or physical assets such as footage, photographs, logos, or similar materials. SDC hereby agrees that, from and after the Effective Date, SDC shall at the reasonable request of Insomniac, Live Nation, or the FT Parties, execute, acknowledge, and deliver such additional documents, instruments, or conveyances, and take such further actions, as may be reasonably necessary or desirable to effectuate, perfect, confirm, or evidence the complete transfer, assignment, and relinquishment of all right, title, and interest in and to the foregoing assets or property,

whether real, personal, tangible, or intangible, including but not limited to executing deeds, assignments, releases, or other instruments of transfer. SDC further agrees to reasonably cooperate fully in providing any information, records, or consents required to facilitate the assignment or transfer of such assets or property interests the designated assignee(s), and to perform all acts reasonably required to ensure that Live Nation, Insomniac, or the FT Parties, as the case may be, obtain the full benefit of any such assignment, and shall comply with a request to do so within seven (7) days of a request by Insomniac or the FT Parties.

(b) **Limited Indemnification for Intellectual Property Claims.** Insomniac hereby agrees to indemnify, defend (including payment of reasonable attorney fees and costs) and hold the CDD Parties harmless from and against all claims, causes of action, lawsuits, and demands, which are asserted and/or arise after the Effective Date, and that allege that Insomniac's use of the intellectual property described in sections 4 (including all subparts) and/or 5 of this Agreement infringe upon another's rights, ownership and/or intellectual property rights. The duty to defend shall be independent of the duty to indemnify, and the CDD Parties shall have the right to select counsel for a reasonable rate in light of the circumstances at the expense of Insomniac.

6. **Factory Town Wind-Up Events.** The Insomniac Parties and the CDD Parties shall collaborate on the following two events, which shall be held at Factory Town pursuant to the following terms:

(a) **Hocus Pocus 2025**

- i. Insomniac shall sublease Factory Town to Space Invaders, LLC on October 31, November 1, and November 2 of 2025, from 7:00 p.m. to 7:00 a.m. each day, for the purpose of hosting a three-day Halloween event known as "Hocus Pocus."
- ii. Space Invaders shall pay Insomniac the sum of \$300,000 for the sublease, which shall include the use of the entire property and all stages, as well as all permanent venue staff and existing permanent infrastructure (including staging) at no extra cost.
- iii. Insomniac shall also provide Space Invaders, LLC with five load-in and three load-out days, to allow for equipment to be loaded into the event prior to its start, and out of the event after its completion.
- i. Hocus Pocus shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC. SDC shall ensure that Insomniac approves all budgets, ticket pricing, etc. prior to announcing the event or details thereof. SDC shall also provide a clear list of all talent offers it has sent out and a clear list of any offers that have been accepted and/or confirmed. SDC shall select artist hospitality staff and operate artist hospitality for Hocus Pocus. Except to the extent contracts with talent/artist are already fully executed, SDC shall initially

propose all talent/artists and submit proposed offers/contracts/agreements at market rates to Insomniac prior to execution for their review and approval, such approval not to be unreasonably withheld. In the event of any dispute regarding contracting for talent, the dispute shall be submitted on an expedited basis to Judge Michael Hanzman for his determination.

- iv. Insomniac shall operate the bars at Factory Town and shall be responsible for the cost of bar staff. Insomniac shall retain all revenues from the bars and tables, except that Insomniac shall pay 20% of net revenue from all bars and tables (gross revenue less taxes, tips, credit card fees, comps) to Space Invaders, LLC. Space Invaders, LLC shall retain all other event related revenue.
- v. Insomniac shall provide permanent venue staff, and as such there shall be no staffing allocation for Space Invaders, LLC.

(b) **Art Basel 2025**

- ii. Insomniac shall sublease Factory Town to Space Invaders, LLC from December 3 through December 7, 2025, from 7:00 p.m. to 7:00 a.m. each day, for the purpose of hosting a five-day event during Miami's "Art Basel."
- iii. Space Invaders, LLC shall pay Insomniac the sum of \$550,000 for the sublease, which shall include the use of the entire property and all stages, as well as all permanent venue staff and existing permanent infrastructure (including staging) at no extra cost.
- iv. Insomniac shall also provide Space Invaders with five load-in and three load-out days, to allow for equipment to be loaded into the event prior to its start, and out of the event after its completion.
- v. Art Basel shall be co-promoted by Insomniac and Club Space/Space Invaders, LLC with Insomniac taking the lead on operations. SDC shall ensure that Insomniac approves all budgets, ticket pricing, etc. prior to announcing the event or details thereof. SDC shall also provide a clear list of all talent offers it has sent out and a clear list of any offers that have been accepted and/or confirmed. SDC shall select and book artist hospitality staff and operate artist hospitality for Art Basel. Except to the extent contracts with talent/artist are already fully executed, SDC shall initially propose all talent/artists and submit proposed offers/contracts/agreements at market rates to Insomniac prior to execution for their review and approval, such approval not to be unreasonably withheld. In the event of any dispute regarding contracting for talent, the dispute shall be submitted on an expedited basis to Judge Michael Hanzman for his determination.

- vi. Insomniac shall operate the bars at Factory Town and shall be responsible for the cost of bar staff. Insomniac shall retain all revenues from the bars and tables, except that Insomniac shall pay 20% of net revenue from all bars and tables (gross revenue less taxes, tips, credit card fees, comps) to Space Invaders, LLC. Space Invaders, LLC shall retain all other event related revenue.
- vii. Insomniac shall provide permanent venue staff, and as such there shall be no staffing allocation for Space Invaders, LLC.

(c) **Fees for Hocus Pocus and Art Basel**

- i. The amounts paid to the CDD Parties by Space Invaders, LLC for Art Basel and Hocus Pocus shall be those fees payable under the Space Invaders Operating Agreement and Management Agreements except that under no circumstances shall the amounts paid to the Non-Insomniac members exceed 49% of the net profit from those events.
- ii. Subject to the limitation above, the CDD Parties to receive a 6% management fee of the gross revenue actually received for the entire Factory Town event (not including rent) (“Management Fee”) unless the events do not generate a net profit. The Management Fee shall be made payable to SDC. Those amounts payable to Insomniac under the Space Invaders Operating Agreement, shall be paid to Insomniac.
- iii. The Parties are currently have a disagreement over responsibility for and/or allocation of certain budget items. The Parties will cooperate in good faith to prepare an agreed upon line-item budget of estimated event revenue and expenses to be utilized for the purposes of forecasting and ultimately determining final figures to allocate payments for Hocus Pocus and Art Basel (“Line-Item Estimate”). The Parties acknowledge that the Line-Item Estimate shall not be exclusive, but is an estimate of the items to be utilized in determining profits for purposes of paying the CDD Parties and Space Invaders pursuant to this Agreement To the extent the Parties are unable to agree to a line-item Estimate by or before July 25, 2025 in order to determine profits, the Parties shall set a hearing before Judge Michael Hanzman, who shall evaluate the respective positions of the Parties and make a determination. The determination of Judge Hanzman shall be binding and non-appealable. To the extent there is a dispute over a line item added to the Line-Item Estimate following Art Basel or Hocus Pocus, the Parties shall set a hearing before Judge Michael Hanzman, who shall evaluate the respective positions of the Parties and make a determination. The determination of Judge Hanzman shall be binding and non-appealable. The payment of the fees by Space Invaders, LLC, for Art

Basel and Hocus Pocus does not create any obligation for Insomniac to pay fees for any future event, whether at Factory Town or otherwise with any future payment obligations by Insomniac to any other party being expressly disclaimed hereby. For all such evaluations and determinations under this section, Judge Hanzman shall also consider the terms of the Term Sheet.

7. Clarification and Exception to Exclusivity and Non-competition Agreements.

(a) The Parties recognize and agree that section 3.8 of the Space Invaders Operating Agreement places competition restrictions and exclusivity obligations on the CDD Parties. The Parties further agree that other than those exceptions in section 3.8.2, the exclusivity obligations and competition restrictions in the Space Invaders Operating Agreement under certain circumstances prevent the CDD Parties from opening, operating, owning, promoting, or profiting from nightclubs, bars, event venues, music festivals, concerts, and other live music events.

(b) Notwithstanding anything to the contrary, SDC may own, open and/or operate a venue with a total maximum legal capacity of 350 people or less (the “**Permitted Venue**”). The Permitted Venue must, at all times, adhere to that total maximum legal capacity. No Restricted Genre (as defined in the following sentence) can be played by any musical artists or DJs that perform at the Permitted Venue. The Permitted Venue may play music, however, neither the DJ, nor any artist, performer, or other method or medium of playing music may, at any time, play the following genres of music, each of which shall be considered a “**Restricted Genre**”: Electronic Dance Music commonly referred to as “**EDM**,” and such genre the CDD Parties agree, would be competitive to Space Invaders, LLC and Club Space and thus impermissible. The Permitted Venue may employ a disc jockey (“**DJ**”), however, such DJ shall not be an advertised or headlining act and may not play for longer than 75 minutes in duration. The DJ shall not be the focus of the act, nor shall he or she play any Restricted Genre. Moreover, no artist, act, or performer who has played or may be reasonably expected to play at Club Space may play at the Permitted Venue, irrespective of genre. Nothing in this section shall be construed as allowing SDC or the CDD Parties to own or operate multiple Permitted Venues or non-permitted venues. However, the Permitted Venue may be owned through and/or by a special purpose entity and/or other entity and/or investment vehicle of any of the CDD Parties.

(c) For purposes of Section 7(b) EDM shall mean the type of music played at or which may be reasonably expected to be played at Club Space.

(d) Nothing in this Agreement alters, or amends, the Insomniac Parties’ Activities and Services outlined in section 3.7 of the Space Invaders Operating Agreement.

8. Limited Mutual Release.

(a) The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Parties, together with their

predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any Party has, or may have had, against the other Parties, whether or not apparent or yet to be discovered, related to and/or arising from the Factory Town Venture, Factory Town, FTIG, FT Miami, FTINS, the FT Parties, the CDD Services, the Dispute, and/or the January 2024 Agreements ("Released Claims"). Nothing herein shall be construed as a release of claims that accrued after the Effective Date or the Parties obligations under this Agreement or the Term Sheet. Nothing here in shall be construed as a release of claims by Factory Town Holdings, LLC.

(b) Limited Release of Coloma Sr. Insomniac hereby releases and discharges, Jose Coloma Sr. ("Coloma Sr.") of any claims related to Coloma Sr.'s provision of products or services to Space Invaders from the beginning of time through the Effective Date.

9. Acknowledgment of Settlement. The Parties acknowledge that the consideration set forth in this Agreement, which includes, but is not limited to, the Settlement Payment, resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from any action, agreement, matter, or claims related to the Released Claims.

10. Covenant Not to Sue. The CDD Parties, in their derivative capacity as owners of Space Invaders, LLC and related entities (derivative capacity) expressly covenant and agree not to file or encourage any lawsuit, claim, action, or other legal charge against Space Invaders, LLC, Space IP Licensing, LLC, Space Holdings, LLC, Club Space Management, LLC, Insomniac, or the Insomniac Parties as defined in the Space Invaders Operating Agreement or their respective officers, directors, employees, owners, parents, subsidiaries, or affiliates arising out of or relating to Insomniac's purchase of the Intellectual Property used in the operation of the Venue as such terms are defined in the Space Invaders Operating Agreement.

11. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by any of the Parties hereto.

12. Covenants Independent. The restrictive covenants in sections 8, 15, and 16 hereof and any such restrictive covenants (confidentiality, non-competition, non-solicitation, non-disparagement) applicable to Space Invaders, LLC are and shall forever be independent covenants such that the breach, by any party, of any provision of this Agreement, or any other agreement by, among, or between the Parties or any combination of the Parties, shall not

constitute a defense to, elimination of, or otherwise have an effect on the validity or enforceability of those covenants.

13. Remedies. Without limiting the remedies available to the Parties, each Party acknowledges that a breach of any of the covenants contained in Sections 8, 15, and 16 may result in material irreparable injury to the non-breaching Party, for which there is no adequate remedy at law, and for which will be difficult if not impossible to measure damages for such injuries. Therefore, the Parties agree that, in the event of such a breach or threat thereof, the non-breaching Party or Parties shall be entitled, without the requirement to post bond or other security, to seek a temporary restraining order and/or injunction restraining the breaching Party or Parties from engaging in activities prohibited by this Agreement or such other relief as may be required.

14. Confidentiality of Agreement. The Parties expressly understand and agree that the existence of this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and therefor liable for damages resulting from its breach. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order, or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement. In the event litigation is required to enforce this Agreement, this Agreement may be attached and filed with a court of competent jurisdiction, provided that the filing party shall take all necessary steps to keep the filing under seal to the extent permitted by a court.

15. Non-Disparagement & Joint Statements.

(a) The Parties agree that, they, individually or through their respective officers, directors, agents, or employees, will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or the other Party's affiliates, directors, officers, employees, attorneys, agents, owners, parent companies, or representatives. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cast the other party in a

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negative light, or cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

(b) The Parties agree to abide by the following talking points when communicating with others in the music industry: (i) except as provided herein, Insomniac is assuming full responsibility for Factory Town management and operations, (ii) the parties are on good terms and will maintain their successful partnership while continuing to produce events together, and (iii) Club Space will continue to curate events at Factory Town.

(c) Neither the statements issued in section 16(b) nor any other provision of this Agreement or any prior agreements between the Parties, obligates the Parties to collaborate on any future events, ventures, festivals, concerts or otherwise, outside of Space Invaders, LLC and Club Space and those mentioned in section 6, nor does this Agreement or any prior agreement between the Parties obligate Insomniac to pay the CDD Parties for any events, ventures, festivals, concerts or otherwise, other than the payments expressly required herein or to the extent Space Invaders, LLC must pay the CDD Parties for their services and equity interest.

16. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, the persons and entities referred to in paragraph 3 above, but not a Party, are third-party beneficiaries of this Agreement.

17. Entire Agreement; Conflicts. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof, except for the Term Sheet, which is incorporated herein. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto. In the event of any conflict between this Agreement and any prior agreement by, among, or between the parties or any combination of the parties (including the Space Invaders, LLC Operating Agreement and Space Invaders Management Agreements), this Agreement shall control.

18. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

19. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

20. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

21. Choice of Venue. The state or federal courts of Florida located in Miami Dade County shall be the exclusive forums for litigation concerning this Agreement. All parties to this Agreement consent to personal jurisdiction in such courts.

22. Legal Fees. The parties shall bear their own fees and costs in the negotiating and drafting this Agreement. In the event of any litigation arising out of and relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees for pre-trial, trial, and appeals, including cost of experts, consultants, and all other permissible fees and costs of litigation and collection.

23. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

24. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

**READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

San Humphrey  
Insomniac Holdings, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
FT INS, LLC

San Humphrey  
FT INS, LLC

Dated: 7/2/25

\_\_\_\_\_  
FT Miami, LLC

San Humphrey  
FT Miami, LLC

Dated: 7/2/25

\_\_\_\_\_  
David Danese

Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Circle F&B, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
HI-Note Production and Consulting, LLC

Dated: \_\_\_\_\_

[Signature]  
Live Nation Worldwide, Inc.

Dated: 7/2/25

\_\_\_\_\_  
FT Intergalactic Gatherings, LLC

San Humphrey  
FT Intergalactic Gatherings, LLC

Dated: 7/2/25

\_\_\_\_\_  
Jose Gabriel Coloma Cano

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Sinopoli

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Happy Company, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
SDC Holdings, LLC

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

\_\_\_\_\_  
Insomniac Holdings, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
FT INS, LLC

\_\_\_\_\_  
FT INS, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
FT Miami, LLC

\_\_\_\_\_  
FT Miami, LLC

Dated: \_\_\_\_\_



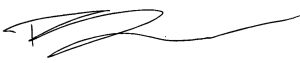
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David Danese

Dated: 07/02/2025



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Full Circle F&B, LLC

Dated: 07/02/2025



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HI-Note Production and Consulting, LLC

Dated: 7/2/25

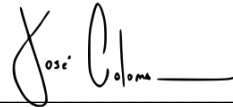
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Live Nation Worldwide, Inc.

Dated: \_\_\_\_\_

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FT Intergalactic Gatherings, LLC

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FT Intergalactic Gatherings, LLC

Dated: \_\_\_\_\_



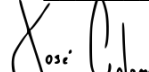
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Jose Gabriel Coloma Cano

Dated: 07/02/2025




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David Sinopoli

Dated: 7/2/25



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The Happy Company, LLC

Dated: 07/02/2025



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SDC Holdings, LLC

Dated: 7/2/25

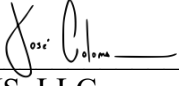
IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

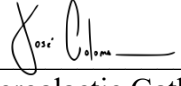
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Insomniac Holdings, LLC

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Live Nation Worldwide, Inc.

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Dated: \_\_\_\_\_





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FT INS, LLC

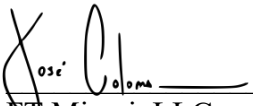
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FT Intergalactic Gatherings, LLC

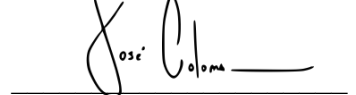
\_\_\_\_\_  
FT INS, LLC

\_\_\_\_\_  
FT Intergalactic Gatherings, LLC

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



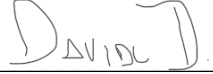
  
\_\_\_\_\_  
Jose Gabriel Coloma Cano

\_\_\_\_\_  
FT Miami, LLC

Dated: 07/02/2025

\_\_\_\_\_  
FT Miami, LLC

Dated: \_\_\_\_\_

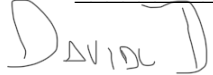


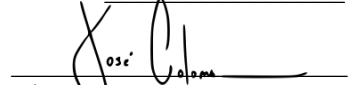
\_\_\_\_\_  
David Danese

\_\_\_\_\_  
David Sinopoli

Dated: 07/02/2025

Dated: \_\_\_\_\_



  
\_\_\_\_\_  
The Happy Company, LLC

\_\_\_\_\_  
Full Circle F&B, LLC

Dated: 07/02/2025

Dated: 07/02/2025

\_\_\_\_\_  
HI-Note Production and Consulting, LLC

\_\_\_\_\_  
SDC Holdings, LLC

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# **EXHIBIT C**



110 SE 6th Street, Suite 2900  
Fort Lauderdale, FL 33301  
Office: 954.361.3633  
Fax: 954.989.7781  
[shawlewenz.com](http://shawlewenz.com)

July 18, 2025

**VIA EMAIL**

Boies Schiller Flexner  
Attn: Bruce A. Weil, Esq.  
100 SE Second Street, Ste 2800  
Miami, FL 33131  
Phone 305 539 8400  
[bweil@bsflfp.com](mailto:bweil@bsflfp.com)

**Re: Demand to Cease and Desist and Notice of Default**

Dear Mr. Weil:

As you know, my client, Insomniac Holdings, LLC (“Insomniac”), on the one hand, and your clients, David Sinopoli (“Sinopoli”), Jose Gabriel Coloma Cano (“Cano”), and David Danese (“Danese”) (collectively, the “CDD Parties”), on the other hand, entered into that certain Settlement Agreement dated July 2, 2025 (“Agreement”). We write to remind the CDD Parties of their confidentiality and non-disparagement obligations in Sections 14 and 15 of the Agreement, to demand immediate cessation of the CDD Parties’ false statements and disparagement, and to notify the CDD Parties that they are and have been in default of numerous terms of the Agreement since approximately June 20, 2025.

As a threshold matter, on June 20, 2025, prior to the execution of the Agreement, the CDD Parties unilaterally paid themselves settlement proceeds from a third party bank account that Insomniac had a contractual right to, without the approval or authorization of Insomniac, going as far as to decide, unilaterally, how much to pay Insomniac and how much to leave in the account for future charges. Worse, this was done following Insomniac's notice to Judge Hanzman that the CDD Parties were refusing to cooperate to reach the final Agreement. Moreover, despite paying themselves, the CDD Parties refused to share and/or transfer information and assets the Agreement required them to transfer.

In addition, Insomniac has now confirmed that the CDD Parties are, and have been since approximately June 25, 2025, falsely announcing to various individuals in the entertainment industry that the CDD Parties “won their lawsuit against Insomniac.” Several sources in the industry, including managers, talent, agents, and promoters, have reached out to Insomniac’s representatives to inform them that the CDD Parties told them not to enter into an agreement with Insomniac because they had “won their lawsuit against Insomniac” and were now “in exclusive control of talent booking.” Obviously, this is false as the Agreement merely allows the CDD

parties to “propose” talent bookings subject to Insomniac’s approval. The CDD Parties cannot so much as make an offer without Insomniac’s blessing. After hearing the same or similar allegations from multiple parties, Insomniac has independently verified the claims regarding the CDD Parties’ false statements.

As you know, the CDD Parties did not prevail in a lawsuit against Insomniac. No such lawsuit was filed, and Insomniac maintains that any such lawsuit would have not only failed but also resulted in the payment by the CDD Parties of Insomniac’s attorneys’ fees. Indeed, that is why the dispute, which resulted in the Agreement, settled for less than the presumptive cost of defense.

Regardless, the parties entered into the Agreement, and the false statements by the CDD Parties are a violation of the confidentiality and non-disparagement provisions of sections 14 and 15 of the Agreement, respectively.

As you know, the Agreement contains the following provisions:

### **1. Non-Disparagement**

Section 15(a) of the Agreement unequivocally prohibits you, directly or indirectly, from making any statement that, if publicized, “would cause or tend to cast [Insomniac] in a negative light, or cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality” of Insomniac. Falsely asserting that the CDD Parties “prevailed” in litigation is precisely the type of disparagement that undermines Insomniac’s integrity and business reputation.

### **2. Confidentiality**

Section 14 requires that the terms of the Agreement remain **strictly confidential**, with extremely limited exceptions. The CDD Parties’ statements about the outcome of the litigation—particularly false statements—along with additional confirmed disclosures of information to third parties, are a clear breach of this provision.

### **3. Exclusive Joint Statements**

Section 15(b) provides that any communications with others in the music industry be limited to agreed-upon talking points, namely:

- Insomniac is assuming full responsibility for Factory Town management and operations.
- The Parties are on good terms and will maintain their successful partnership while continuing to produce events together.
- Club Space will continue to curate events at Factory Town.

Public statements suggesting that the CDD Parties have any control, whatsoever, of Factory Town run afoul of this provision, especially if paired with a false representation of victory. To date, Insomniac has been extremely tolerant of the CDD Parties' misconduct—that tolerance has expired.

But the defaults do not end there. The binding term sheet was silent as to the procedure for the booking of talent. After the CDD Parties claimed that they had the exclusive right to book talent, the issue was presented to and resolved by Judge Hanzman. The parties executed the Agreement which memorialized the CDD Parties' limited role in talent booking, to wit, the CDD Parties would merely make proposals of talent to Insomniac. Insomniac would approve or disapprove and then take over all operations from there. As noted in not only the Agreement, but also the Space Invaders Operating Agreement and other governing documents, Insomniac and the board of Space Inadvers, LLC manages and approves all budget items. Since the beginning, the CDD Parties have been making offers and negotiating with talent without approval. To date, the CDD Parties have booked a total of 106 artists and committed to approximately \$1.5 million in talent fees (that we know of) for Hocus Pocus and Art Basel without Insomniac's approval.

Finally, though the Agreement was reached over a month ago, the CDD Parties have still not finished making the requisite transfers of information. Specifically, the CDD Parties are still withholding log-in information, domains, social media accounts, and other assets relating to Hocus Pocus, which is an event exclusive to Factory Town.

Insomniac hereby demands that the CDD Parties cease and desist violations of the Agreement. Please confirm in writing on or before July 22, 2025, that the CDD Parties will comply with all confidentiality, non-disparagement, and agreed-upon talking point provisions in Sections 14 and 15 of the Agreement. Should you fail to do so, Insomniac will presume that the CDD Parties either do not intend to comply with the Agreement or believe that their statements to date are made in compliance with the Agreement. Neither is acceptable and will result in Insomniac pursuing injunctive relief supported by declarations from the entities and individuals that informed Insomniac of the CDD Parties' misconduct.

The foregoing is not intended to be a full recitation of the facts or Insomniac's legal or equitable claims, all of which are expressly reserved. Nothing herein shall be deemed a waiver of any rights or remedies under the Agreement or applicable law.

Please govern yourselves accordingly and strictly comply with the demand for preservation of evidence attached as **Exhibit "A."**

Sincerely,

*Jordan A. Shaw*

Jordan A. Shaw  
For the Firm

**EXHIBIT "A"**  
**DEMAND FOR PRESERVATION OF EVIDENCE**

We hereby demand that the CDD Parties and all entities or individuals under their ownership, control, or demise, (collectively hereinafter, "you"), and your respective agents, employees, representatives, related entities, and/or contractors immediately take all steps necessary to identify, retain, and preserve all communications, documents, data, information, records, invoices, and Electronically Stored Information (ESI), and any other media that is or may be relevant to the above correspondence, or your defenses thereto, the Binding Term Sheet and Settlement Agreement between the parties, the operations of Space Invaders, Club Space, or Factory Town, or Insomniac or the parties in general, in your possession, custody or control, and that all of the above be safeguarded from destruction from any cause, including destruction caused by any corporate document retention policy, including backup, restoration, deletion, destruction, and tape recycling, and avoid spoliation of all such documents, information and/or data.

**I. ELECTRONICALLY STORED INFORMATION**

Importantly, your duty to preserve extends to electronically stored information (hereafter "ESI"), which is an important source of discovery and/or evidence in connection with the above referenced matters and parties. Any potential lawsuit requires preservation of all information from all of your computers, computer systems, removable electronic media, and other locations including any and all audio or video surveillance footage captured by You or your agents.

You should anticipate that much of the information subject to disclosure or responsive to discovery in any potential matter is stored on current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories, iPhones, Smart Phones and cell phones) owned and/or used by you or your employees/co-workers.

Electronically stored information should be afforded the broadest possible definition and includes but is not limited to potentially relevant information electronically, magnetically or optically stored as:

- All social media posts, photos, tags, likes, friends, etc., including without limitation Facebook, Instagram, Tumblr, LinkedIn, Snapchat, Vine, and Youtube.
- E-mail and other electronic communications (instant messaging, text messages, MMS messages, or group messaging applications such as Groupme or Whatsapp);
- Word processing documents and drafts (e.g., Microsoft Word, Word Perfect, etc.);
- Spreadsheets and tables (e.g. Microsoft Excel, Lotus, etc.);
- Accounting application data (e.g., Quickbooks, Quicken, Microsoft Navision, Money data files);
- Image and facsimile files (e.g., .pdf, .tiff, .jpg, .gif images);
- Databases (e.g., Access, SQL Server data);
- Sound recordings (e.g., .wav and .mp3 files);

- Video and animation (e.g., .avi and .mov files);
- Contact and relationship management data (e.g., Outlook, ACT!);
- Calendar and diary application data, including smartphone calendars (e.g., Microsoft Outlook PST, Yahoo, google, blog tools);
- Online access data (e.g., temporary internet files, cookies, history);
- Presentations (e.g., PowerPoint);
- Network access and server activity logs;
- Project management application data;
- Back-up and archival files;
- Offline storage or information stored on removable media or back-up tapes; and
- Information contained on laptops, personal computers or other portable devices; (e.g., hard disks, floppy disks, portable hard drives).

ESI resides not only in areas of electronic, magnetic or optical storage media reasonably accessible, but also in areas you may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you do not anticipate producing such ESI.

## **II. SUSPENSION OF ROUTINE DESTRUCTION**

You are directed to immediately initiate a litigation hold for potentially relevant ESI, documents, tangible things and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further directed to immediately identify and modify or suspend features of your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations includes, without limitation:

- Purging the contents of e-mail repositories;
- Using data or media wiping, disposal, erasure or encryption utilities or devices;
- Overwriting, erasing, destroying or discarding back-up media;
- Re-assigning, re-imaging or disposing of systems, servers, devices or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper;
- Disabling server or IM logging; and
- Executing drive or file defragmentation or compression programs.

## **III. GUARD AGAINST DELETION**

You should anticipate that your employees, officers or others may seek to destroy, conceal or alter ESI and must act to prevent or guard against such actions. Particularly where company equipment has been used for internet access or personal communications, you should anticipate that users may seek to destroy, conceal or alter information they regard as personal, confidential

or embarrassing. This may result in destruction of relevant ESI. You should take affirmative steps to prevent anyone with access to your data, systems and archives from seeking to destroy, conceal, modify or alter electronic evidence on network and local hard drives by actions such as: deleting or overwriting files; using data shredding; overwriting applications; defragmentation; re-imaging; replacing drives; encryption; compression or the like). With respect to local hard drives, one way to insure the preservation of existing data is to create a forensically qualified image of all sectors of the drive. Such forensically qualified image duplication may also be called a bit stream image or clone of the drive. A conventional back-up of a hard drive is not a forensically qualified image because it only captures active, unlocked data files and fails to preserve forensically significant data that may exist in such areas as unallocated space, slack space and the swap file. Once obtained, each such forensically qualified image should be labeled to identify the date of acquisition, the person or entity acquiring the image, and the system and medium from which it was obtained. Each such image should be preserved without alteration.

#### **IV. PRESERVATION IN NATIVE FORM**

You should anticipate that certain ESI, including but not limited to spreadsheets and databases, will be sought in the form or forms in which it is ordinarily maintained. Accordingly, you should preserve ESI in such native forms, and you should not select methods to preserve ESI that remove or degrade the ability to search your ESI by electronic means or make it difficult or burdensome to access or use the information efficiently in the litigation.

You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

#### **V. PRESERVATION OF METADATA**

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location and dates of creation and last modification or access. Application metadata is information automatically included or embedded in electronic files but which may not be apparent to a user, including deleted content, draft language, commentary, collaboration and distribution data and dates of creation and printing. Be advised that metadata may be overwritten or corrupted by careless handling or improper steps to preserve ESI. For electronic mail, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC and BCC fields.

#### **VI. PRESERVATION OF SERVERS AND SERVER DATA**

With respect to servers like those used to manage electronic mail (e.g., Microsoft Exchange, Lotus Domino) or network storage (often called a user's "network share"), the complete contents of each user's network share and e-mail account should be preserved. There are several

ways to preserve the contents of a server depending upon, e.g., its Redundant Array of Inexpensive Disks ("RAID") configuration and whether it can be downed or must be online 24/7.

**VII. HOME SYSTEMS, LAPTOPS, TABLETS, SMARTPHONES, ONLINE ACCOUNTS, AND OTHER ESI VENUES**

Though we expect that you will act swiftly to preserve data on workstations and servers, you must also determine if any of your home or portable systems may contain potentially relevant data and to the extent that you sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R disks and the user's PDA, smart phone, voice mailbox or other forms of ESI storage). Similarly, if you used online or browser-based e-mail accounts or services (such as AOL, Gmail, Yahoo Mail or the like) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes (including Sent, Deleted and Archived Message folders) should be preserved.

**VIII. ANCILLARY PRESERVATION**

You must preserve documents and other tangible items that may be required to access, interpret or search potentially relevant ESI, including logs, control sheets, specifications, indices, naming protocols, file lists, network diagrams, flow charts, instruction sheets, data entry forms, abbreviation keys, user ID and password rosters or the like.

You must preserve any passwords, keys or other authenticators required to access encrypted files or run applications, along with the installation disks, user manuals and license keys for applications required to access the ESI.

You must preserve any cabling, drivers and hardware, other than a standard 3.5" floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives and other legacy or proprietary devices.

**IX. PAPER PRESERVATION OF ESI IS INADEQUATE**

Hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of electronically stored versions. If information exists in both electronic and paper forms, you must preserve both forms.

**X. AGENTS, ATTORNEYS AND THIRD PARTIES**

Your preservation obligation extends beyond ESI in your care, possession or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

**XI. DO NOT DELAY PRESERVATION**

We are available to discuss reasonable preservation steps; however, you should not defer preservation steps pending such discussions if ESI may be lost or corrupted as a consequence of

delay. Should your failure to preserve potentially relevant evidence result in the corruption, loss or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek sanctions.

**XII. CONFIRMATION OF COMPLIANCE WITH PRESERVATION DEMANDS**

Please confirm that you have taken the steps outlined in this letter to preserve the evidence, ESI, and tangible documents potentially relevant to this action. Failure to comply with this demand can result in severe sanctions being imposed by the court for spoliation of evidence or potential evidence. We expect that all evidence will be properly preserved so as to avoid spoliation of evidence.

**EXHIBIT D**

**From:** Jordan Shaw  
**Sent:** Monday, July 21, 2025 7:07 PM  
**To:** Bruce A. Weil <bweil@bsfillp.com>  
**Cc:** Ian Humphrey <ian.humphrey@insomniac.com>  
**Subject:** Unapproved Announce for Hocus Pocus

Bruce:

As you may or may not know, the CDD Parties have still not obtained the proper approvals for Hocus Pocus and Art Basel. In fact, they have still never requested approval for anything.

Along those lines, we just learned that the CDD Parties have built out an event on Club Space's DICE ticketing account, with an announce date of July 22, 2025, and an on-sale date of July 24, 2025. See the first image below. This is not approved and the CDD Parties have zero authority to do this.

As a threshold matter, the Factory Town DICE ticketing account is the exclusive ticketing account for the venue. No other account can be used. In addition, the cost per ticket on the Factory Town DICE account is cheaper.

In addition, the artwork for the event says "Club Space Presents." Per the settlement agreement, this is an event that will be promoted to the public both by Space and Insomniac. As such, Insomniac needs to be included in the artwork and marketing materials in equal size and prominence as Club Space. This is similarly unapproved. See the second image below.

Please ensure that your clients immediately stop any scheduled announcements or ticket sales until they receive express approval.



Unannounced ID: ...7E1A

### Hocus Pocus 2025 (3-Day Pass)

Oct 31, 2025 - Nov 3, 2025 7:00 PM - 7:00 AM

Factory Town Space Invaders LLC dba Club Space, Floyd, The Ground

Overview Details Sales & reports Payouts

Daily Weekly Cumulative Jul 15, 2025 - Jul 21, 2025



Show: Amounts Value

Tickets sold

0

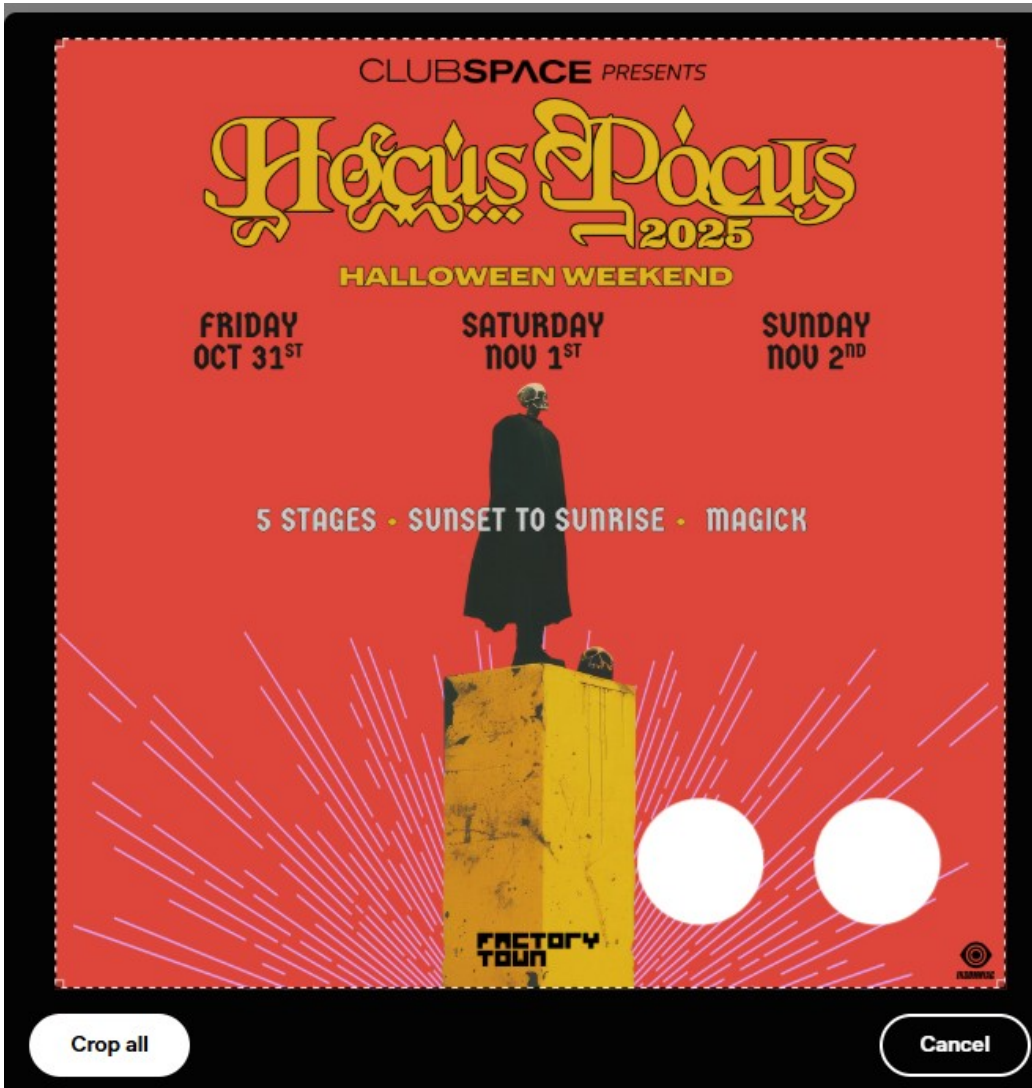
Reminders

0

Announced  
Tue, Jul 22, 2025  
12:00 PM

On sale  
Thu, Jul 24, 2025  
10:00 AM

Off sale  
Fri, Oct 31, 2025  
7:00 PM



## Shaw Lewenz

### Jordan A. Shaw, Esq. | Partner

110 Southeast 6th Street, Suite 2900

Fort Lauderdale, FL 33301

Email: [Jshaw@shawlewenz.com](mailto:Jshaw@shawlewenz.com)

Phone: (954) 361-3633

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Pursuant to federal regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any tax advice contained herein is not intended or written to be used for the purpose of avoiding tax penalties that may be imposed by the Internal Revenue Service. If this advice is or is intended to be used or referred to in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement, the regulations under Circular 230 require that we advise you as follows: (1) this writing is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on a taxpayer; (2) the advice was written to support the promotion or marketing of the transaction(s) or matter(s) addressed by the written advice; and (3) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

**WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks in real estate closings are on the rise. If you have an escrow or closing transaction with us and you receive an email containing Wire transfer Instructions, please call our company using previously known contact information (and not information provided in the email) to verify the wire instructions prior to sending funds.

\*\* Due to the overwhelming number of fraudulent cashier's checks circulating in Florida, all cash-to-close funds must be tendered in the form of a wire transfer. Our domestic and international wire instructions are available upon request. \*\*

# **COMPOSITE EXHIBIT E**

## Gabe Morales

---

**From:** Jordan Shaw  
**Sent:** Tuesday, July 22, 2025 8:24 AM  
**To:** Bruce A. Weil  
**Cc:** Millie A. Perez  
**Subject:** Re: Unapproved Announce for Hocus Pocus

No.

What I am saying is we have an Agreement requiring your client to obtain certain approvals, which they have not gotten.

I am saying that the artwork your clients uploaded to the Space Dice account included only Space—which you acknowledged was error.

I am saying that the exclusive Dice account for Factory Town events is the Factory Town Dice so we cannot use the Space one.

I am also saying that the Factory Town Dice account is *cheaper* per ticket, meaning the cost per sale is less, which will yield more money—not less—so its the better option anyway.

As for the remainder of your assertion, let's not forget who chose to do Factory Town with us without the other members. While Insomniac has express permission to do so under the Operating Agreements, your clients do not.

Last, and as your client unknowingly conceded, Space is paying market rent to Factory Town in light of what it is receiving included within the rent.

Please ensure that the Dice account does not announce or start selling tickets, until we approve.



**Jordan A. Shaw, Esq. | Partner**  
110 Southeast 6th Street, Suite 2900  
Fort Lauderdale, FL 33301  
Email: [Jshaw@shawlewenz.com](mailto:Jshaw@shawlewenz.com)  
Phone: (954) 361-3633  
Direct: (954) 595-6060

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delete it from your system without copying or forwarding it, and notify the sender of the error by reply email or by calling Shaw Lewenz Kohen, LLLP at 954-361-3633, so that our address record can be corrected.

Pursuant to federal regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any tax advice contained herein is not intended or written to be used for the purpose of avoiding tax penalties that may be imposed by the Internal Revenue Service. If this advice is or is intended to be used or referred to in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement, the regulations under Circular 230 require that we advise you as follows: (1) this writing is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on a taxpayer; (2) the advice was written to support the promotion or marketing of the transaction(s) or matter(s) addressed by the written advice; and (3) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

**WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks in real estate closings are on the rise. If you have an escrow or closing transaction with us and you receive an email containing Wire transfer Instructions, please call our company using previously known contact information (and not information provided in the email) to verify the wire instructions prior to sending funds.

\*\* Due to the overwhelming number of fraudulent cashier's checks circulating in Florida, all cash-to-close funds must be tendered in the form of a wire transfer. Our domestic and international wire instructions are available upon request. \*\*

---

**From:** Bruce A. Weil <bweil@BSFLLP.com>  
**Sent:** Tuesday, July 22, 2025 8:07 AM  
**To:** Jordan Shaw <JShaw@shawlewenz.com>  
**Cc:** Millie A. Perez <mperez@BSFLLP.com>  
**Subject:** RE: Unapproved Announce for Hocus Pocus

Are you saying that Club Space, who is co-promoting both events and paying 850k in rent should not be using the Club Space website and ticketing account. The more website pages (since they use Factory Town's as well) the more successful the event, not to mention that the Club Space Dice page is more active-more views by potential ticket buyers. Every event Club Space promotes, whether on or off premises, utilizes the Club Space Dice Account. Why is it that your client is trying to doing everything possible to handicap/sabotage this even to the detriment of not only my clients, but to the detriment of the other Club Space members?

**Bruce A. Weil**

Partner

---

**BOIES SCHILLER FLEXNER LLP**

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Miami, FL 33131

(t) +1 305 539 8400

(d) +1 305 357 8440

[bweil@bsfllp.com](mailto:bweil@bsfllp.com)

[www.bsfllp.com](http://www.bsfllp.com)

---

**From:** Jordan Shaw <JShaw@shawlewenz.com>  
**Sent:** Tuesday, July 22, 2025 7:51 AM  
**To:** Bruce A. Weil <bweil@BSFLLP.com>

Cc: Millie A. Perez <mperez@BSFLLP.com>

Subject: Re: Unapproved Announce for Hocus Pocus

**CAUTION:** External email. Please do not respond to or click on links/attachments unless you recognize the sender.

---

As I noted in my first email. Your client is not approved to announce or sell tickets on the Space Invaders Dice account or otherwise.

Please confirm your clients will not be proceeding. I'm trying to avoid looping in Judge Hanzman here but that's the next step.

**Jordan A. Shaw, Esq.**

110 SE 6th St., Ste. 2900

Ft. Lauderdale, FL 33301

Main: (954) 361-3633

Direct: (954) 595-6060

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On Jul 22, 2025, at 7:41 AM, Bruce A. Weil <[bweil@bsfillp.com](mailto:bweil@bsfillp.com)> wrote:

What are you talking about? Its already been approved and marketing out.

**Bruce A. Weil**

Partner

---

**BOIES SCHILLER FLEXNER LLP**

100 SE 2<sup>nd</sup> Street

Suite 2800

Miami, FL 33131

(t) +1 305 539 8400

(d) +1 305 357 8440

[bweil@bsfillp.com](mailto:bweil@bsfillp.com)

[www.bsfillp.com](http://www.bsfillp.com)

---

**From:** Jordan Shaw <[JShaw@shawlewenz.com](mailto:JShaw@shawlewenz.com)>

**Sent:** Monday, July 21, 2025 9:17 PM

**To:** Bruce A. Weil <[bweil@BSFLLP.com](mailto:bweil@BSFLLP.com)>

**Cc:** Millie A. Perez <[mperez@BSFLLP.com](mailto:mperez@BSFLLP.com)>

**Subject:** Re: Unapproved Announce for Hocus Pocus

**CAUTION:** External email. Please do not respond to or click on links/attachments unless you recognize the sender.

---

Thanks Bruce.

Please confirm your client will not be announcing the event. It is, as of now, not approved.

Talk to you tomorrow.

Js

**Jordan A. Shaw, Esq.**

110 SE 6th St., Ste. 2900

Ft. Lauderdale, FL 33301

Main: (954) 361-3633

Direct: (954) 595-6060

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**WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks in real estate closings are on the rise. If you have an escrow or closing transaction with us and you receive an email containing Wire transfer Instructions, please call our company using previously known contact information (and not information provided in the email) to verify the wire instructions prior to sending funds.

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On Jul 21, 2025, at 8:51 PM, Bruce A. Weil <[bweil@bsfillp.com](mailto:bweil@bsfillp.com)> wrote:

Jordan, in response to your latest ill-informed email, first regarding the flyer:

Yes, the original draft was uploaded to the share drive without the Insomniac logo—but that was simply the initial version created by the Club Space designer (as is done every year). The Space team quickly caught the omission, and if your client checks the share drive again, every current

version of the flyer includes the Insomniac logo. It's was updated prior to your email.

Second, to be crystal clear:

The Club Space team met directly with Insomniac's full marketing team and discussed everything—announcement dates, rollout strategy, design approvals, Dice integration, and overall marketing coordination. That meeting was followed by calls between the Space team, Matt Teper and others to finalize the approach.

See the email summary below from just one of the meetings, which outlines everything from the timeline to the responsibilities. Additionally, Club Space had been told to proceed with marketing via both the Factory Town social handles (which were turned over to them) and the Club Space Dice account—which remains one of the largest and most active Dice accounts in the U.S. That was intentional and agreed upon with Insomniac's marketing team for the simple reason that it helps drive better ticketing results.

If Insomniac has now decided they no longer want to use the Club Space Dice account, that's totally fine. But someone just needs to clearly say that in writing so the Club Space team isn't left in the dark while trying to do what's best for the events.

Finally, Ian and Insomniac have had full access to the share drive for weeks. We can see they've opened the materials. All the latest flyers—with logos—have been available and reviewed during the marketing syncs. So, this idea that they're suddenly "surprised" or "excluded" doesn't track. Is there anything else your client wants to fabricate?

**Bruce A. Weil**

Partner

---

**BOIES SCHILLER FLEXNER LLP**

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Suite 2800

Miami, FL 33131

(t) +1 305 539 8400

(d) +1 305 357 8440

[bweil@bsfillp.com](mailto:bweil@bsfillp.com)

[www.bsfillp.com](http://www.bsfillp.com)

From: **Coloma Kaboomsky** <[colomarebel@gmail.com](mailto:colomarebel@gmail.com)>

Date: Tue, Jul 15, 2025 at 2:59 PM

Subject: Hocus Pocus 2025 Marketing Meeting Recap

To: Sina Watson <[sina.watson@insomniac.com](mailto:sina.watson@insomniac.com)>, Osvaldo Orta <[ozzy@clubspace.com](mailto:ozzy@clubspace.com)>

Hi Sina,

Thank you so much for making the time to meet with us, I am including a meeting recap below:

### **Insomniac x Space Meeting**

Hocus Pocus 2025 Launch – *July 15th, 2025 2:00pm ET*

1. We handle all digital ads while INS can support with comms. Hocus Pocus is Florida focused with a small presence in New York. Insomniac will send comms through their email lists and/or posts via Insomniac East and EDC Orlando.
2. Shared drive folder created for Sina with all available artwork plus past and 2025 scaling references for this year. *Ozzy on copy will get this done today.*
3. The goal is 10,000 signups by the 24th. Only 3-day passes will be on sale during this window. We tend to have a 30% conversion rate.
4. Target for Full lineup announcement is end of August, followed with Day-by-day lineup to be shared first, followed by single-day tickets. The aim is to sell at least 5,000 3-day passes before opening up single-day sales. Set times will be released after that. (Set times are a big moment for our crowd. )
5. Last year we sold around 1,700 tickets in June during on sale.
6. Total Digital Marketing Budget is 55K with room to increase if we hit any plateaus.
7. Legal capacity is 12,000 with an expected drop count of around 10 percent. Since the event runs long, attendees cycle out through the night. Early entry crowds typically leave within four to five hours, allowing us to recycle venue capacity.
8. We handle all dark ads, audience interactions, and back end comms with artists.
9. Sina sent over web notes for the Hocus Pocus site with key information to update. *We will work on this today thank you!*
10. Insomniac will send details on their social media capabilities.
11. EDC lineup drops on August 15. We should announce our lineup either a few days before or at least two to three days after to avoid overlap.
12. Review DICE data from last year for reference. *Ozzy will also send this*

Additionally here is our On-Sale time line:

### **Hocus Pocus 2025**

(October 31st - Nov 2nd)

## Marketing Timeline & Key Art

1. <image.png>  
**Thursday, July 17 — Teaser Launch (Ads Only)**
  1. <image.png>  
Ads live to drive email sign-ups. Budget: \$2,500.
2. <image.png>  
**Monday, July 21 — Teaser (Social)**
  1. <image.png>  
Organic hype post featuring production shots.
3. <image.png>  
**Tuesday, July 22 @ 12 PM — Official Announcement**
  1. <image.png>  
Key art drop with an informational carousel post.
4. <image.png>  
**Tuesday, July 22 @ 5 PM — Aftermovie Release**
  1. <image.png>  
Post last year's recap video to boost excitement.
5. <image.png>  
**Wednesday, July 23 @ 12 PM — New Stage Hype Video**
  1. <image.png>  
Video highlight of new production elements.
6. <image.png>  
**Thursday, July 24 @ 8 AM — On Sale Today Post**
  1. <image.png>  
Social push announcing tickets are live.
7. <image.png>  
**Thursday, July 24 @ 10 AM — Coven Presale Opens**
  1. <image.png>  
Early access for mailing list signups.
8. <image.png>  
**Thursday, July 24 @ 12 PM — General On Sale Opens**
9. Tickets available to the public. Budget: \$5,000

Regards,

--

**Coloma Kaboomsky**

**Link Miami Rebels | Space Invaders**

**III Points**

151 SE 1st St. Suite 201 Miami, FL 33131

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**EXHIBIT F**

**Gabe Morales**

---

**From:** Michael A. Hanzman <MHanzman@bilzin.com>  
**Sent:** Friday, July 18, 2025 9:57 AM  
**To:** Jordan Shaw  
**Cc:** Weil Bruce A.; Perez Millie A.; Lauren Grealy; Margaux J. Lomastro; Juan Bermudez; Gabe Morales; Zach Ludens; Lauren Palen; Juan Bermudez  
**Subject:** Re: Request for Hearing Time, Insomniac adv. CDD Parties

I am setting a live hearing next Wed morning at 10:00 am in my offices. I require a \$1500 payment from each side (\$3000) for what I anticipate will be a 2 hour hearing. Those funds are due by Tuesday. Also, so there is no misunderstanding, both sides are ordered to comply with SA in all respects until and unless I were to find a Party in material breach and relieve the other side of their obligation to perform. Please send me a joint email by 5 pm Tuesday advising of the issues we intend to take up at the hearing. Juan, please put this hearing on calendar and reserve a conf room. A nice weekend to all.  
Sent from my iPhone

On Jul 17, 2025, at 6:35 PM, Jordan Shaw <jshaw@shawlewenz.com> wrote:

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Bruce:

None of that is true.

In consideration of Judge Hanzman's prior instruction, I will not substantively respond.

Happy to set something with Judge Hanzman for next week.

I am out of town from Thursday through Sunday.

**Jordan A. Shaw, Esq.**  
110 SE 6th St., Ste. 2900  
Ft. Lauderdale, FL 33301  
Main: (954) 361-3633  
Direct: (954) 595-6060  
Shawlewenz.com

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# **EXHIBIT G**

**ORDER**

**In re: The Matter of Insomniac Holdings, LLC adv. SDC Holdings, LLC, David Sinopoli, HI-Note Production and Consulting, LLC, Full Circle F&B, LLC, The Happy Company, LLC, Jose Gabriel Coloma Cano and David Danese**

**THIS CAUSE** came before me for voluntary resolution as agreed to by the Parties to that certain Settlement Agreement dated July 2, 2025 (“Settlement Agreement”). I held an in person hearing on July 23, 2025, to address two disputes between the parties. The first: a dispute involving the booking of talent for Art Basel. The second: a dispute involving the allocation of certain budget items between landlord and lessee.

Ian Humphrey, Esq. and Matthew Teper were in attendance as representatives for Insomniac,<sup>1</sup> which is represented by Jordan A. Shaw, Esq. and Gabriel E. Morales, Esq. from Shaw Lewenz.

David Sinopoli and Davide Danese were in attendance as representatives for the CDD Parties, which are represented by Bruce A. Weil, Esq. from Boise Schiller Flexner.

After reviewing the Settlement Agreement and materials submitted by the parties, and hearing argument and evidentiary proffers by the Parties and their counsel, I **ORDER** and **ADJUDGE** as follows:

**I. JURISDICTION**

1. Pursuant to Section 6(a)(i) of the Settlement Agreement, I have jurisdiction to hear and adjudicate disputes relating to talent offers.

2. Pursuant to Section 6(c)(iii) of the Settlement Agreement, I have jurisdiction to hear disputes relating to allocation of certain budget items between the landlord, Insomniac and Space Invaders, LLC (the “Partnership”).

**II. TALENT BOOKING**

1. To date, both Insomniac and the CDD Parties made offers to artists, talent, acts, brands, or other performers (“Talent”) for Art Basel.

2. At this time, neither party shall be required to revoke any offers already made to Talent.

3. Prior to initiating any contact with additional Talent for Art Basel, the CDD Parties shall provide to Insomniac a list of proposed Talent for Art Basel on or before July 31, 2025. The list shall be emailed to Matthew Teper, with Stu Hackly and Ian Humphrey copied.

4. Insomniac shall respond to the CDD Parties’ list of Talent for Art Basel within two business days of receipt of same indicating its approval or the basis for its objections, if any.

---

<sup>1</sup> All capitalized terms not defined herein shall have the meanings ascribed to them under the Settlement Agreement dated July 2, 2025.

5. Upon receiving Insomniac's approval for any proposed Talent, the CDD Parties may initiate contact with the proposed Talent.

6. In the initial communication with any Talent and upon the transmission of any offer, the CDD Parties shall state clearly and conspicuously in writing, in the same size font as the remainder of the communication, the following language:

**“Please note that any offers for booking are subject to final approval by Insomniac Holdings, LLC.”**

Failure to include this language shall constitute a violation of the Settlement Agreement. The CDD Parties shall provide proof to Insomniac that this language was included in correspondence, within two business days of a request by Insomniac.

7. Insomniac has final approval rights for all Talent bookings.

8. Should the CDD Parties believe Insomniac is unreasonably withholding consent, they may bring the issue to the undersigned for adjudication.

9. The CDD parties shall keep Insomniac informed of all communications with Talent including emails, messages, negotiations, booking proposals and other developments in the process of booking Talent.

10. Insomniac and the CDD Parties are to set aside no less than 2 hours a week to meet, over Zoom, to discuss the progress on booking of Talent for Art Basel.

11. Circoloco shall be booked for Art Basel. Within one business day of receipt of this Order, Insomniac shall forward the current offer it made to CircoLoco.<sup>2</sup> To the extent the CDD Parties object to the terms of the offer, whether it be price, capacity, or staging, the parties shall meet and confer on the terms of the offer with Insomniac maintaining final approval. If Insomniac sends a revised offer via email, it shall copy Davide Danese on the email.

### **III. BUDGET ALLOCATION**

1. The relevant portions of the Settlement Agreement state:

#### **Hocus Pocus:**

Space Invaders shall pay Insomniac the sum of \$300,000 for the sublease, which shall include the use of the entire property and all stages, as well as all permanent venue staff and existing permanent infrastructure (including staging) at no extra cost.

Insomniac shall operate the bars at Factory Town and shall be responsible for the cost of bar staff.

---

<sup>2</sup> The undersigned notes that Insomniac represented via email that it has already complied with this requirement.

Insomniac shall provide permanent venue staff, and as such there shall be no staffing allocation for Space Invaders, LLC.

*See* Settlement Agreement at §6(a)(i)-(v).

**Art Basel:**

Space Invaders, LLC shall pay Insomniac the sum of \$550,000 for the sublease, which shall include the use of the entire property and all stages, as well as all permanent venue staff and existing permanent infrastructure (including staging) at no extra cost.

Insomniac shall operate the bars at Factory Town and shall be responsible for the cost of bar staff.

Insomniac shall provide permanent venue staff, and as such there shall be no staffing allocation for Space Invaders, LLC.

*See* Settlement agreement §6(b)(ii)-(vii).

2. The CDD Parties argue that certain expenses, outside of existing permanent infrastructure, permanent venue staff, stages, and bar staff, are to be borne by Insomniac in its capacity as landlord.

3. Insomniac argues that only those items listed in the Settlement Agreement are included within the rent payment, with all other expenses to be borne by the lessee, Space Invaders, LLC, which is a partnership owned by Insomniac (51%) and certain of the CDD Parties. For consistency in between the transcript and this Order, I will refer to Space Invaders, LLC as the “Partnership.”

4. Insomniac did not seem to dispute that any expenses required to allow for the lawful use of the existing permanent infrastructure, such as ensuring the stages are permitted for use, would be included in the rent. In other words, Insomniac, as the landlord, would have to ensure that the stage is properly permitted regardless of the lessee, the Partnership, choosing to lease the venue.

5. Instead, Insomniac argued that under the plain language of the Settlement Agreement, event related expenses would be borne by the lessee, i.e., the Partnership, which again, is majority owned by Insomniac. In other words, expenses that are incurred only because the lessee (the Partnership) is choosing to have the event.

6. For example, and as I noted on the record, I do not see how the landlord, Insomniac, is remotely required to provide things like additional lighting, shuttles, clean up, DJ gear, event-specific permits, meals, and other similar event-related expenses. As I noted, I find those to be

Partnership expenses.<sup>3</sup> I also am inclined to conclude that temporary staff and related costs such as stagehands are not landlord expenses.

7. That said, under that backdrop and, at the request of the CDD Parties, I will reserve final ruling on this issue.

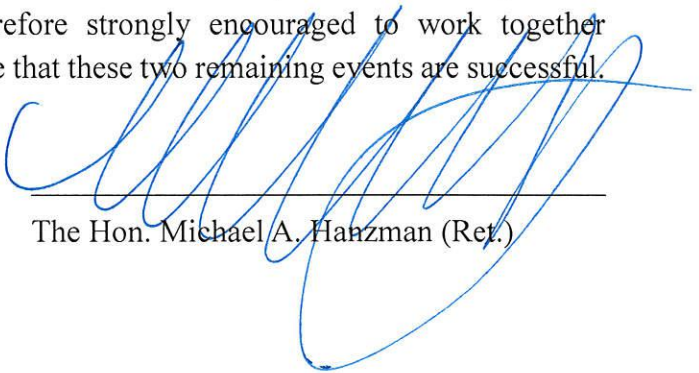
8. Before August 4, 2025, the CDD Parties shall provide a full budget (including prices and totals) of the items it wishes to impute to the landlord at which time the parties shall meet and confer.

9. Should the Parties be unable to resolve the outstanding issues relating to the budget line items by August 4, 2025, I will hold a hearing on August 13, 2025, beginning at 9:00 am, to address the following: which items in the 14 categories that the CDD Parties contend should be borne by the landlord should in fact be borne by the landlord under this Settlement Agreement.

10. As noted on the record, courts don't rewrite deals and I'm certainly not rewriting this one. The Parties spent 16 hours at mediation and negotiated the Settlement Agreement for months. At this point I am not finding that the Settlement Agreement is ambiguous, and I am inclined to conclude that many of the items on the list proposed by the CDD Parties are not, under the Settlement Agreement, Landlord expenses.

11. Finally, despite the Parties conferring jurisdiction upon me to resolve certain isolated disputes, I want to make it clear that I have no intention to, and will not be, micro-managing their business affairs. They are therefore strongly encouraged to work together cooperatively in order to avoid disputes and ensure that these two remaining events are successful.

Dated: July 31, 2025



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The Hon. Michael A. Hanzman (Ret.)

---

<sup>3</sup> This list is exemplary and in no way exhaustive of the items that should be borne by the Partnership.

# **COMPOSITE EXHIBIT H**

## Gabe Morales

---

**From:** Bruce A. Weil <bweil@BSFLLP.com>  
**Sent:** Friday, August 1, 2025 12:25 PM  
**To:** Michael A. Hanzman  
**Cc:** Jordan Shaw; Millie A. Perez; Gabe Morales  
**Subject:** Re: CDD v Insomniac and Pasquale

I'm sorry I did not respond sooner. I was out of pocket. Yes, this is the course of action that my clients have committed to.

---

**From:** Michael A. Hanzman <MHanzman@bilzin.com>  
**Sent:** Friday, August 1, 2025 9:34:09 AM  
**To:** Bruce A. Weil <bweil@BSFLLP.com>  
**Cc:** Shaw Jordan <jshaw@shawlewenz.com>; Millie A. Perez <mperez@BSFLLP.com>; Morales Gabe <GMorales@shawlewenz.com>  
**Subject:** Re: CDD v Insomniac and Pasquale

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Bruce, if your client has decided not to put on the events, I agree with you that there is nothing left for me to deal with, as a Court will have to adjudicate whether it was relieved from any obligations to perform (ie put on the events) due to a prior material breach on the part of Insomniac, or whether by failing to put on the events it breached the SA. So if you are formally advising me and opposing counsel that your client has decided that it is not participating in the two events because Insomniac has, in its view, materially breached the SA, and that breach has relieved your clients of any further duty to perform, I will cancel the 8/13 hearing. Please discuss this with your client and let us know whether that is in fact the course of action they have committed to take. Regards, Michael.

Sent from my iPhone

On Aug 1, 2025, at 9:15 AM, Bruce A. Weil <bweil@bsfllp.com> wrote:

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Your Honor, can we have the hearing on this please. If the contract has been terminated there is nothing for Your Honor to rule upon as the line-item budget is irrelevant as my client will not be doing the events. There is no further duty to comply with the contract as Insomniac has refused to cooperate etc. in violation of your order to work together on the line-item budget-it's all set forth in the emails between the parties attached to my last

email to Your Honor and there are additional emails prior to my email to Your Honor of last night from CDD asking Insomniac why they are ignoring CDD and when they can meet to resume their line-item budget discussion as ordered. So how can there be a hearing if Insomniac refuses to comply the conditions set by Your Honor for 8/13 hearing, which cannot be met since Insomniac will continue to participate. Orders entered by Your Honor ordering the parties to work together are ignored by Insomniac, no matter how many times Jordan says, "not true" the countless emails from my client which go ignored and unanswered do not lie. Can we please have a hearing on jurisdiction so we can flush this out and have a record. 30 minutes via zoom should be adequate.

**Bruce A. Weil**

Partner

---

**BOIES SCHILLER FLEXNER LLP**

100 SE 2<sup>nd</sup> Street

Suite 2800

Miami, FL 33131

(t) +1 305 539 8400

(d) +1 305 357 8440

[bweil@bsfillp.com](mailto:bweil@bsfillp.com)

[www.bsfillp.com](http://www.bsfillp.com)

---

**From:** Michael A. Hanzman <MHanzman@bilzin.com>

**Sent:** Friday, August 1, 2025 8:58 AM

**To:** Shaw Jordan <jshaw@shawlewenz.com>

**Cc:** Millie A. Perez <mperez@BSFLLP.com>; Morales Gabe <GMorales@shawlewenz.com>; Bruce A. Weil <bweil@BSFLLP.com>

**Subject:** Re: CDD v Insomniac and Pasquale

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Good Morning Counsel. While I am disappointed that your clients have been unable to amicably work together toward the common goal of making Hocus Pocus and Art Basel successful and profitable events, unless and until the Parties resolve the issues I have limited jurisdiction over, or a court of competent jurisdiction relieves either side of their obligations under the SA, I will continue to address any disputes that I am authorized to adjudicate. So for now I will leave the 8/13 hearing on calendar. Regards, Michael.  
Sent from my iPhone

On Aug 1, 2025, at 12:46 AM, Jordan Shaw <[jshaw@shawlewenz.com](mailto:jshaw@shawlewenz.com)> wrote:

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Judge:

I apologize for multiple late emails.

We currently have a hearing scheduled for August 13, 2025, to finalize certain issues within your jurisdiction—specifically the budget allocation.

Please do not release that date.

As you can imagine, Insomniac rejects the CDD Parties' contentions and would like finality on that issue.

I believe we discussed that hearing being on zoom.

To save time, and in acknowledgment of paragraph 11 of your order, I will refrain from going line by line and attaching my clients' responses to the CDD parties' emails.

Thank you again.

**Jordan A. Shaw, Esq.**  
110 SE 6th St., Ste. 2900  
Ft. Lauderdale, FL 33301  
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\*\* Due to the overwhelming number of fraudulent cashier's checks circulating in Florida, all cash-to-close funds must be tendered in the form of a wire transfer. Our domestic and international wire instructions are available upon request. \*\*

On Jul 31, 2025, at 10:43 PM, Jordan Shaw  
<[JShaw@shawlewenz.com](mailto:JShaw@shawlewenz.com)> wrote:

Judge:

I echo Bruce's gratitude. We appreciate your help and guidance here. We will reach out in the event an issue within your jurisdiction arise.

Bruce:

I will respond to you directly so as not to bog down Judge Hanzman's inbox.

**Jordan A. Shaw, Esq.**  
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On Jul 31, 2025, at 10:13 PM, Bruce A. Weil  
<[bweil@bsflp.com](mailto:bweil@bsflp.com)> wrote:

Jordan, your email of 10:37 am this morning consists of fabrications that are belied by the emails documenting your clients continued material breaches, breaches of the Settlement Agreement, violations of the Arbitrator's orders, breaches of the implied covenant of good faith and fair dealing and refusing to cooperate in good faith to sabotage my client, among other breaches. We agree that this continues to be highly unproductive.

**Point #1 – Circoloco**

I am copying not one, not two, but *three* separate emails from Davide to your clients requesting all communications with Circoloco since last Wednesday's hearing, as well as a copy of the actual written proposal — not just a recap — outlining the deal between Factory Town and Circoloco.

Please also note that the three emails mentioned above were sent on Monday, followed by additional emails on Tuesday, Wednesday, and again on Thursday.

Additionally, on Wednesday, July 30, Stu wrote back to CDD stating that he was not handling the Circoloco offer and would have to look into it and get back to us. As of now — more than 24 hours later — we still haven't received anything. That kind of delay only reinforces our concerns about transparency and communication.

In response to your claim that CDD "agreed" to a 14% increase for Circoloco over 2024 numbers, I've attached an email sent to Ian on Saturday, July 26. In it, we clearly state that we received Ian's proposal and are *willing to discuss* a 10–14% increase over 2024 numbers. However, it is also made clear that no overall 2025 budget has been agreed upon, and any proposed increase must be considered within that broader context. The same message also states that Circoloco

should not be confirmed until a complete line-item budget is finalized.

**Point #2 – Prior Offers**

Once again, it is not true that my clients were unresponsive. In fact, they sent *multiple* emails requesting the offers and supporting materials. It was not until moments before your email that we received an email from Stu — and even then, it included no proper support. The offers were briefly mentioned in the body of the email (not in a proposed talent grid), with some missing pricing, and some referring to talent your client *did not believe would even accept the offers*.

At no point have my clients failed to respond “for several days.” In contrast, they respond promptly and consistently. The issue remains that your client routinely fails to respond to initial outreach — and only occasionally responds after repeated follow-ups. This is clearly intentional on the part of Insomniac.

**Point #3 – Budget Development**

Let me be very clear: we cannot be expected to develop an accurate and comprehensive budget beyond the venue rental fee, marketing expenses, and artist hospitality if we do not have full knowledge of the operations - every year prior we had full control, so we knew every dollar that was being spent. How are we supposed to propose a budget for items that Insomniac/Factory Town are negotiating, contracting, or paying for directly? This is why at the meeting this last Monday your client agreed to get back immediately to CDD with those expenses, but to date we don’t have that information as Insomniac continues breach and play games to sabotage my client.

Moreover, not only once, not only twice, but *three separate times*, David sent emails to Matt and Ian — your clients — specifically requesting that they provide the full line-item expenses AS AGREED by all parties in order to properly work on the 2025 budget, separate from the venue-budget items. These requests followed the call they had per the judge’s order on Monday.

Immediately after the call, David sent a recap email (attached), confirming that — as agreed — Matt would send the line-item expenses and budget. He received nothing. David followed up on Tuesday (also attached), again receiving no response. He followed up once more on Wednesday (also attached), and again received no reply.

Interestingly, just recently, did Matt suddenly send over a document to David regarding the budget and line-item expenses. While we appreciate finally receiving *something*, it's clear it was rushed — as no one on our side can make sense of it. The format is confusing, lacks context, and cannot be relied upon to finalize our numbers. We've sent a follow-up email (also attached) asking for clarification or a corrected version, but once again — no response.

Insomniac continues to be in material breach of the contract and because of such breaches, the contract is terminated by Insomniac's actions. The funds my client received we all know were for long overdue compensation due my client (approx. 1.8m which your client admitted was due) and the remaining amount for my clients' release/relinquishment of any rights to the Factory Town lease and tenant entity, which your client estimated a value of 15m or more prior to this dispute.

Judge Hanzman, as a result of the above, CDD will not be filing a motion tomorrow morning as there is no jurisdiction for the issues that need to be adjudicated, there is no need for any further hearings as my client has no further duty to perform (it cannot perform as described above and as a result of Insomniac's intentional plot to sabotage my client and Space). Certain CDD parties will be filing an action for damages, other relief and will explore other avenues to mitigate damages. These issues are all well beyond the jurisdiction of the Arbitrator.

Judge Hanzman, the parties are grateful for the time and effort you put into this matter. Please forward your final bill. Thank you.

This is not to be deemed a waiver of any of my client's rights and/or remedies.

**Bruce A. Weil**

Partner

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<Budget Call Summary + Budget Request

(Monday).png>

<Budget Followup (Tuesday).png>

<Budget Followup (Wednesday).png>

<Circolocal #2 (Tuesday).png>

<Circoloco #1 (Monday).png>

<Circoloco #3 (Thursday).png>

<Circoloco x Ian (Deal Pts.).png>

<Circoloco x Stu (Wednesday).png>

<Confused Email (Today).png>

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